

INCORPORATED BY ROYAL CHARTER, A.D. 1720

FIRE. LIFE. SEA.

ACCIDENTS.

BURGLARY.

EMPLOYERS'
LIABILITY.

Apply for further information to

W. N. WHYMPER, Secretary.

HEAD OFFICE: ROYAL EXCHANGE, LONDON, E.C.
WEST END BRANCH: 29, PALL MALL, S.W.THE LAW GUARANTEE AND TRUST
SOCIETY, LIMITED,FULLY SUBSCRIBED CAPITAL - - £2,000,000
PAID-UP AND ON CALL - - £200,000
RESERVES - - £190,000FIDELITY GUARANTEES OF ALL KINDS. ADMINISTRATION AND LUNACY
BONDS. MORTGAGE, DEBENTURE, LICENSE, AND CONTINGENCY
INSURANCE. TRUSTESHIPS FOR DEBENTURE-HOLDERS, &C.

HEAD OFFICE: 49, CHANCERY-LANE, W.C. | CITY OFFICE: 56, MOORGATE-STREET, E.C.

IMPORTANT TO SOLICITORS

In Drawing LEASES or MORTGAGES of
LICENSED PROPERTYTo see that the Insurance Covenants include a policy covering the risk of
LOSS OR FORFEITURE OF THE LICENSE.Suitable clauses, settled by Counsel, can be obtained on application to
THE LICENSES INSURANCE CORPORATION AND
GUARANTEE FUND, LIMITED,
24, MOORGATE STREET, LONDON, E.C.Mortgages Guaranteed on Licensed Properties promptly, without
special valuation and at low rates.LEGAL AND GENERAL LIFE ASSURANCE
SOCIETY.

ESTABLISHED 1836.

FUNDS - - - - £3,900,000
INCOME - - - - £467,000
YEARLY BUSINESS (1901) - £1,663,159
BUSINESS IN FORCE - - £13,900,000THE PERFECTED SYSTEM of Life Assurance is peculiar to this Society
and embraces every modern advantage.

PERFECTED MAXIMUM POLICIES.

WITHOUT PROFITS.

The Rates for these Whole Life Policies are very moderate.

Age	Premium	Age	Premium	Age	Premium
20	£1 7 8 %	30	£1 16 %	40	£2 10 %

£1,000 POLICY WITH BONUSES

According to last results.

Valuation at 2½ p.c. :- Hm. Table of Mortality.

Duration	10 yrs.	20 yrs.	30 yrs.	40 yrs.
Amount of Policy	£1,199	£1,438	£1,724	£2,067

Full information on application to

THE MANAGER, 10, FLEET STREET, LONDON.

VOL. XLVI., No. 29.

The Solicitors' Journal and Reporter.

LONDON, MAY 17, 1902

** The Editor cannot undertake to return rejected contributions, and
copies should be kept of all articles sent by writers who are not on
the regular staff of the JOURNAL.All letters intended for publication in the SOLICITORS' JOURNAL must
be authenticated by the name of the writer.

Contents.

CURRENT TOPICS	493	LAW SOCIETIES	503
THE NEGOTIABILITY OF BEARER	493	LAW STUDENTS' JOURNAL	503
BONDS	496	LEGAL NEWS	503
REVIEWS	497	WINDING UP NOTICES	504
CORRESPONDENCE	498	CREDITORS' NOTICES	504
NEW ORDERS, &C.	498	BANKRUPTCY NOTICES	506

Cases Reported this Week.

In the Solicitors' Journal.

Blood v. Blood	499
Barry v. Barry	499
Clarke's Settlement, Re	499
Drucker, Re. Ex parte The Trustee v. The Birmingham and District Bank- ing Co.	502
Edelstein v. Schuler & Co.	502
Gates v. R. Bill & Son	498
I. C. Johnson & Co. (Lim.), Re	498
Kingdon & Wilson, Re	502
Mackenzie v. Hawke. Hawke v. Mackenzie. Same v. Same. Same v. Same.	501
Manners v. Tyler	501
The Great Northern and City Railway Co. (Lim.) v. Tillett	500

The Mayor, &c., of the City of West-
minster (Appellants) v. The Army
and Navy Auxiliary Co-operative
Supply (Lim) (Respondents)

In the Weekly Reporter.

Development Co. of Central and West Africa, In re	496
Farmer v. Pitt	498
Harburg India Rubber Comb Co. v. Martin	499
London and India Docks Co. v. Great Eastern Railway Co. and Midland Railway Co.	491
Moore v. Keyte	497
Scott, In re. Scott v. Scott	494
Seton Smith, In re. Burnand v. Waite	496
The Royal Baking Powder Co.'s Trade- Mark, In re	494
Weibking, In re. Ex parte Ward	490

CURRENT TOPICS.

IT WILL be seen from the Vacation notice, which we print
elsewhere, that the Lord Chief Justice will be the Whitsun
Vacation Judge.WE PRINT elsewhere orders which have been made for the
closing of the courts and offices of the Supreme Court (including
the district registries), and of the county courts in England and
Wales, on the 26th, 27th, and 28th June next in honour of the
coronation of their Majesties.

It is important to notice that the Court of Appeal in *Re Kingdon & Wilson* (reported elsewhere) have overruled the decision of the Divisional Court some twelve years ago in *Re Lamb* (37 W. R. 506, 23 Q. B. D. 5), and henceforth in making out bills of costs estate duty paid must not be included as part of the bill, but must be entered as a cash payment. The practical bearing of the matter in regard to taxation, and to the effect of taxation in reducing the bill by one-sixth, is obvious. The general rule as to payments which a solicitor can include in the bill was laid down by Lord LANGDALE in *Re Remnant* (11 Beav., p. 613) in the following terms: "Those payments only which are made in pursuance of the professional duty undertaken by a solicitor, and which he is bound to perform, or which are sanctioned as professional payments by the general and established custom and practice of the profession ought to be entered or allowed as professional disbursements in the bill of costs." In *Re Lamb* the Divisional Court (POLLOCK, B., and MANISTY, J.) considered the application of this rule to probate duty, and after specifying various payments which were admittedly professional disbursements, such as court fees and counsel's fees, decided that no distinction could be drawn between such payments and payment of probate duty. "It must," said POLLOCK, B., "be a common practice for solicitors when instructed to take out probate to pay the probate duty, and, if so, such disbursement is done professionally, and is properly charged in a bill of costs." On the other hand, legacy duty is not paid by the solicitor professionally, but only on

express instructions and as agent. In principle estate duty is on the same footing as the former probate duty, but, as the Court of Appeal have pointed out, the inclusion in the bill of costs of large payments of this nature, which are not subject to alteration on taxation, materially affects the operation of the rule under which the incidence of the costs of taxation depends on whether one-sixth has or has not been taxed off. Upon the ground chiefly that under the rule in *Re Lamb* it is practically impossible, in a large number of cases, for a client to obtain the costs of taxation to which a bill has been justly subjected, the Court of Appeal have held that *Re Lamb* ought to be overruled.

THE COURSE adopted by RIDLEY, J., a few days ago at a trial at the Central Criminal Court seems scarcely to be in accordance with the ruling of the Judicial Committee in *Reg. v. Bertrand* (L. R. 1 P. C. 520). It appears from a report in some of the newspapers that, after the first witness had been called and examined in chief, one of the jurors was, no doubt for sufficient reason, ordered to leave the box, and another juror having taken his place and having been sworn, the remaining eleven members of the original jury were re-sworn and the trial was started afresh. The report then states that the evidence of the witness, so far as it had gone, was read over by the judge by consent of all parties. This statement has been contradicted, and it is said that the learned judge did not read over the notes to the jury. But it is not said that the witness was examined over again. In *Reg. v. Bertrand*, upon a second trial of an indictment, each of the witnesses was placed in the box and was sworn in the usual manner. The judge then informed the witness that he intended to read over the notes which he (the judge) had taken of the evidence given by the witnesses at the former trial, and that if the witness wished to add anything to the evidence he had then given, or to alter or correct it in any way, he was at liberty to do so. The judge also informed the counsel for the prisoner and the counsel for the Crown that if either of them wished to ask the witness any questions he could do so. The Judicial Committee, assuming that what was done was done with the consent of both parties, were of opinion that the course adopted was open to grave objection, as it was calculated to hinder the jury in understanding and rightly appreciating the evidence, of which the demeanour of the witnesses was a material part.

THE DECISION this week of BUCKLEY, J., in *Re Clarke's Settlement* (reported elsewhere) and the recent decision of JOYCE, J., in *Re Freake's Settlement* (60 W. R. 237; 1902, 1 Ch. 97) create a somewhat unsatisfactory state of affairs for a tenant for life who, in order to let a house, finds it necessary to instal electric lighting. His power to do this out of capital moneys arises, if at all, under section 13 (ii.) of the Settled Land Act, 1890, which includes among the improvements authorized by the Act of 1882 "making any additions to or alterations in buildings reasonably necessary to enable the same to be let." In *Re Gaskell's Settled Estates* (42 W. R. 219; 1894, 1 Ch. 485) it was held by CHITTY, J., that these words did not include the introduction of a boiler and pipes for interior heating apparatus. This was no addition or alteration within the meaning of the section, and he observed that the court was bound to be on its guard against applications by tenants for life, who were naturally anxious that all improvements should be paid for out of capital. It may be difficult to draw any distinction between the introduction of heating apparatus and the instalment of electric lighting, but in *Re Freake's Settlement* (*supra*) JOYCE, J., sanctioned the latter as an "addition" within the meaning of the section, upon the ground that a new system of lighting of some kind had to be provided, the existing system being obsolete. This case would seem to go the whole length of authorizing instalment of electric lighting wherever reasonably required, but it has been set aside, apparently with the concurrence of JOYCE, J., by BUCKLEY, J., in *Re Clarke's Settlement* (*supra*). The latter judge has held that the section only authorizes additions or alterations which are of a structural nature, and that the instalment of electric lighting is not included. It is intimated that *Re Freake's Settlement* was confined to the particular case and was not intended to lay down any general principle. But

whatever was intended, that case clearly decided that structural changes were not necessary, and it was a direct authority in favour of providing electric lighting out of capital moneys. The result, having regard to modern requirements, was reasonable enough, but BUCKLEY, J., has declined to follow it, and inasmuch as his decision is supported by *Re Gaskell's Settled Estates* (*supra*), it may assumed that *Re Freake's Settlement* is gone.

THERE HAVE been several cases of late in which ladies have been charged with theft. In these cases the lady is generally of good social position, and, in some instances, engaged in charitable work. She is proved beyond doubt to have stolen and concealed numerous articles exposed for sale in some leading shop or warehouse. The only evidence offered on her behalf is to shew that she has been suffering from ill-health and some trouble of mind which it is not suggested amounts to insanity. The conclusion of the case is generally that she is convicted, and the judge, after observing that the case is a very painful one, allows her to be set at liberty upon recognizances that she will attend for judgment if called upon. We have some difficulty in ascertaining the principle upon which judges proceed in these cases. One of the leading maxims of the jurisprudence of civilized countries is that the law is applied to all persons equally. Is there, then, some weakness of mind, distinct from insanity, which, even in the case of theft by persons belonging to the poorest classes, would warrant the judge in discharging them without punishment? Kleptomania ("kleptofiddlestick" is, we believe, the name given to it by some of the London shopkeepers) is defined by a recent writer on medical jurisprudence as "a propensity or impulse to steal on the part of persons usually of excellent moral character in other respects, whose social circumstances preclude the idea of want as a motive for the crime." The writer adds that the defence of an alleged case of kleptomania ought to prove that the individual was incapable of appreciating the act of theft as a wrong one, otherwise the whole class of thieves might justly urge the plea of kleptomania as rendering them irresponsible for their crimes. We are afraid that there are very few cases where this condition could be fulfilled. Persons in easy circumstances are often convicted of travelling in railway carriages with intent to avoid payment of their fare. The magistrate imposes the penalty and lectures the offender on the contemptible character of the offence. Any suggestion of an uncontrollable impulse to travel in the carriage without paying for a ticket would scarcely be listened to. The Probation of First Offenders Act, 1887, which permits the conditional release of first offenders in certain cases, does not seem to us to include cases of so-called "kleptomania." But we think that a provision like that in section 1, sub-section 2, by which the court on releasing the offender may direct that he shall pay the costs of the prosecution, might with advantage be extended to these cases.

WE HAVE more than once of late commented in these columns on the question whether justices are entitled to themselves start an opposition to the renewal of a licence at the annual general licensing meeting. This question has now been specifically raised and answered by a Divisional Court in the case of *Rex v. The Farnham Justices* (*ante*, p. 486); so that there can in the future be no longer any doubt as to the law on the subject. The court has decided that, not only have the justices the right to themselves object to a renewal, but also, that those justices who have objected may themselves adjudicate upon the objection. This, then, is now the law, but we cannot admit that the decision is in the best interests of justice. The discretion placed in the hands of licensing justices is enormous. The injury which may be done by refusing to renew a licence may be most grievous. For both reasons, we submit, more than usual care should be taken that in using this great power judicial impartiality should be shewn. The opinion of HAWKINS, J., in *Reg. v. The Justices of Anglesea* (59 J. P. 743) has been cited in these columns (*supra* p. 405). We think it a great pity that the court could not adopt the views of that eminent judge. He says that to allow licensing justices to adjudicate upon objections made to themselves by themselves would be to depart from one of the first principles of justice

— viz., that no man shall be a judge in his own cause. It is also regrettable that these tribunals are not always composed of men who bring unbiassed minds to the consideration of the questions before them. On the one side we have the law strictly forbidding all brewers and others interested in the liquor trade from acting as licensing justices. This is as it should be. On the other side, however, it is notorious that on some benches men sit who constantly express the most violent hostility to this trade, and who, to judge from their acts and words, are incapable of considering licensing questions with that judicious impartiality which the Lord Chancellor defined in *Sharpe v. Wakefield* in the words quoted recently in these columns (*ante*, p. 444). We have, therefore, the justices who might be prejudiced on the one side excluded, while those who are avowedly prejudiced on the other side are allowed to act. As we have said before, it is clear that justices should only refuse a renewal on evidence given before them on oath. This also was the view apparently taken by the court in the recent case. But when we have justices collecting information and making all sorts of inquiries on their own account before adjudicating on a matter, what security is there that in refusing a renewal they only act on the sworn evidence? It is not possible to ascertain their real grounds. The refusing of an application for a new licence stands on entirely different grounds. There is no necessity for the justices to hear evidence on oath; there is no risk of depriving a person of his property or his means of earning his livelihood; and the matter is one which comes before the justices as a new matter, the *onus* of supporting the application being on the party who makes it. On the other hand, when a person asks for a renewal, he is only asking the justices to affirm what they have already done in the past. In the past they have granted the licence; they have probably renewed it frequently, and by so doing they have admitted that it is proper for the person to have a licence, and have encouraged him to invest his money in the business. It is, we submit, a grave injustice to deprive such a person of his property, except for good cause proved by the best evidence, and after an absolutely impartial and judicial inquiry.

It would certainly produce very extraordinary results if the order made by the county court exercising its bankruptcy jurisdiction in *Re Richardson & Cook* had not been reversed on appeal by the Divisional Court. The very short but important point raised by the case was whether the county court had jurisdiction to grant a stay in an action brought by executors against the testator's solicitors for an account of moneys and securities alleged to have been entrusted to the firm and to have been misappropriated. In acceding to an application to stay the action, in which the executors had already got judgment by default for an account, the county court judge proceeded on the assumption that sub-section 2 of section 10, taken with section 100 of the Bankruptcy Act, 1883, conferred upon it a jurisdiction (which, be it noted, not even any division of the High Court possesses) to restrain proceedings in an action pending in the High Court when the question which arises is one with which the Bankruptcy Court can deal. But, apart from the fact that sub-section 2 of section 10 gives the power to "any court in which proceedings are pending against a debtor," and, therefore, confers a discretionary power on the court which has seisin of the matter, and not the Court of Bankruptcy specially, it was decided as long ago as *Re Reynolds* (15 Q. B. D. 169) that the Court of Bankruptcy, whatever may have been its powers under the Bankruptcy Act of 1869, has no such power under the Act of 1883. It would certainly be strange if a county court exercising its bankruptcy jurisdiction could grant an injunction to restrain proceedings against a bankrupt in the High Court. In the particular case under notice it would have prevented the executors from reaping the fruits of their action and obtaining the information necessary to enable them to recover the trust property from the debtors or other persons. As was pointed out in *Re Smith* (1893, 2 Ch. 1), it would be absurd to restrain proceedings against debtors when in the result the debtors might become liable to be attached or committed under the Debtors Act. Moreover, the principle of *Ex parte Coker* (44 L. J. Bank. 126) applied to the case under notice—namely, that the power to restrain proceedings cannot apply to a case in

which an order of discharge would not release the debtor from liability. But even assuming that there was jurisdiction, it is a discretionary power, and the Court of Bankruptcy will always refuse to take cognizance of matters, even though they arise in the bankruptcy, if another court which is more competent to deal with the matter already has seisin of it. So in *Sharp v. McHenry* (52 L. T. N. S. 747) the court dismissed an application to restrain a Chancery action on the ground that the matters were more proper to be investigated by the machinery of the Chancery Court.

ANOTHER POINT affecting the jurisdiction of the county court as a court of bankruptcy was disposed of by the Divisional Court on the same day. It will be remembered that by section 100 of the Bankruptcy Act, 1883, the county court has all the powers and jurisdiction of the High Court. But by section 102 subsection (1) the powers conferred on the Bankruptcy Court to determine all questions of law or fact which arise in any case of bankruptcy is limited, in the case of the county court, to claims arising out of the bankruptcy, which might have been enforced by action in the High Court, not exceeding in value £200. In *Re Billing* a summary order for administration had been made, under section 121, upon the report of the official receiver that the estate of the debtor was not likely to exceed £300. Subsequently the official receiver discovered that an auctioneer employed by the debtor had, under the authority of the debtor, which was said to have been subsequently revoked before payment, paid away a sum of between £300 and £400 to the debtor's bankers. A motion was thereupon brought against the auctioneer, and the objection was at once taken on the hearing that the claim was over the £200 limit imposed by section 102, and also that it did not arise out of the bankruptcy. The county court judge allowed the objection, and the trustee appealed on grounds which were certainly very ingenious, but which, if they had prevailed with the court, would have certainly nullified the limit imposed by section 102. It was said that, once an order is made under section 121 for summary administration, by virtue of rule 273 of the Bankruptcy Rules all questions of law and fact are to be determined by the court without a jury, and that once the court has jurisdiction by virtue of the summary order, the £200 limit imposed by section 102 is no longer applicable. The practical result of such an argument would be in effect to sweep away entirely the limit expressly imposed by section 102, and however large might be the sum in question involved, would deprive the parties of their common law right to have the question submitted to a jury. The court fortunately refused to accede to the argument and dismissed the appeal.

UNDER section 22 (2) of the Settled Land Act, 1882, investments of capital money arising under the Act are to be made by the trustee "according to the direction of the tenant for life." This would seem to imply that after the tenant for life has given his direction the machinery of making the investment depends on the trustees, and in particular they would select the broker through whom the investment is to be made. In practice, however, the tenant for life will usually have been in consultation with a broker as to the investments, and it is natural that that broker should be employed. In *Re Duke of Cleveland's Settled Estates* (Times, 15th inst.) the tenant for life claimed that he was entitled as a matter of right to employ his own brokers. He had in fact consulted them with reference to the investment of some £205,000 of capital money, and under their advice had selected certain investments for the purchase of which he proposed to enter into contracts with them. But however natural such a course may be, it overlooks the fact that the trustees are the persons who have to make the investment, and it is they, accordingly, who choose the brokers and other persons whose assistance is necessary. This view is assisted by the circumstance that the trustees, as was held by COZENS-HARDY, J., in *Re Hotham* (50 W. R. 150; 1901, 2 Ch. 790) ought not to be satisfied with simply carrying out the directions of the tenant for life. It is their duty to satisfy themselves that the proposed investment is a proper one, and it is only when they are satisfied on this point that the direction of the

tenant for life becomes mandatory. If this is correct, it goes far to shew that the tenant for life is only entitled to point out the particular investment, and that all the machinery of ascertaining the propriety of the investment, and of actually making it, is with the trustees. It must be remembered, however, that *Re Hotham* is not altogether in accord with *Re Lord Coleridge's Settlement* (44 W. R. 59; 1895, 2 Ch. 704), where it was held that the selection of the tenant for life was not subject to the control of the trustees, so long as he exercised a real and honest discretion. But whatever may be the correct view of the extent to which the trustees are bound by the tenant for life's direction, it is for them to make the investment, and they are entitled, as JOYCE, J., in the present case has held, to choose their own broker.

THE DECISION in *Lumley v. Gye* (2 E. & B. 216) and subsequent authorities have made it familiar law that it is in general an actionable wrong in C. to procure A. to break a contract which he has made with B., and B. accordingly has his remedy in damages against C. But it has usually been recognized that the rule is not universal and that in some cases such interference with a contract by a stranger may be justifiable, but what those cases are has not been clearly defined. In *Read v. Stonemasons' Friendly Society* (Times, 5th inst.), the defendants were a trade society which included a firm—Messrs. WIGG & WRIGHT—and their workmen. The rules of the society, to which the firm had agreed, forbade that boys over sixteen years of age should, with certain exceptions, be taken as apprentices. Nevertheless the firm, by deed of apprenticeship dated 1st of June, 1900, agreed to take the plaintiff, who was twenty-five years of age, as an apprentice and to teach him the trade. In the following August the society took steps which caused the firm to decline to employ the plaintiff as a stonemason, but he continued to do labourer's work. The plaintiff brought an action against the society for procuring the breach of contract, and the defence was that they had themselves a contract with the firm which was inconsistent with the plaintiff's contract. The county court judge allowed the defence, but the Divisional Court have held that the interference was not justified. DARLING and CHANNELL, JJ., seem to have doubted whether there was any real contract between the firm and the society, though if there had been it would have constituted a prior right in the defendants which would have justified their interference. Lord ALVERSTONE, C.J., looked rather at the effect of the plaintiff's contract on the other workmen, and since there was no evidence that it would injure them, he held that they had no excuse for procuring its breach. In the result it seems to be left doubtful what interest in a third party will justify him in procuring a breach of contract; though it may be surmised that a plea of justification must in any case be difficult to support. *Prima facie* the interference is wrongful and actionable.

THE NEGOTIABILITY OF BEARER BONDS.

In his very interesting judgment in *Edelstein v. Schuler* (reported elsewhere) Mr. Justice BIGHAM has indorsed the view as to the negotiability of securities to bearer taken by KENNEDY, J., in *Bechuanaland Exploration Co. v. London Trading Bank* (1898, 2 Q. B. 658), and has adopted the liberal construction applied to the law merchant in *Goodwin v. Roberts* (L. R. 10 Ex. 337). In the earlier case of *Crouch v. Credit Foncier* (L. R. 8 Q. B. 374) the Court of Queen's Bench distinguished *Gorgier v. Miville* (3 B. & C. 45), where Prussian bonds were held to be negotiable, on the ground that the bonds were foreign, and hence might have incidents attached to them by mercantile usage which could not now be attached to English bonds. "We have no intention," said BLACKBURN, J., in delivering the judgment of the court in *Crouch v. Credit Foncier*, "to throw the least doubt on this decision [i.e., on *Gorgier v. Miville*], but we do not think it applicable to an English instrument made in England . . . We confine our judgment to the case before us, which is that of an English instrument made by an English company in England." The instrument in question was a debenture payable to bearer, and the Queen's Bench held that to

such an instrument of recent introduction the quality of negotiability could not be made incident by mercantile custom. "Where the incident," continued the learned judge, "is of such a nature that the parties are not themselves competent to introduce it by express stipulation, no such incident can be annexed by the tacit stipulation arising from usage. It may be so annexed by the ancient law merchant, which forms part of the law, and of which the courts take notice. Nor, if the ancient law merchant annexes the incident, can any modern usage take it away."

This doctrine, which deprived the law merchant of all vitality—which deprived it of the power of expansion which, since it is really but a part of the common law, might have been supposed to be inherent in it—was decisively set aside by COCKBURN, C.J., in *Goodwin v. Roberts* (*supra*). "Usage," he said, "adopted by the courts having been the origin of the so-called law merchant as to negotiable securities, what is there to prevent our acting upon the principle acted upon by our predecessors, and followed in the precedents they have left to us? Why is it to be said that a new usage which has sprung up under altered circumstances is to be less admissible than the usages of past times? The usage of the money market has solved the question whether scrip should be considered security for, and the representative of, money by treating it as such." But this declaration in favour of the possibility of expanding the law merchant by allowing evidence of new mercantile usages has not been received without question, and it has been doubtful how far *Goodwin v. Roberts* is to be taken to have overruled *Crouch v. Credit Foncier*; and apparently, until the matter has been before an appellate tribunal the doubt must theoretically remain. Practically, however, it may be said to be removed by the decision of KENNEDY, J., mentioned above, and by the decision of BIGHAM, J., in the present case.

In *Bechuanaland Exploration Co. v. London Trading Bank* the securities in question were debentures to bearer issued by an English company in England, and it was held, in accordance with the principle enunciated by COCKBURN, C.J., in *Goodwin v. Roberts*, that evidence could be received that they were negotiable according to mercantile usage. The evidence was sufficient, and their negotiability was held to be established. In *Edelstein v. Schuler* several different classes of bearer bonds had to be dealt with, all except one being bonds of foreign corporations, so that, as regards these, negotiability could have been admitted without touching the point in dispute; if, at least, the distinction set up in *Crouch v. Credit Foncier* (*supra*) between English and foreign securities can be regarded as sound. Some of the bonds, however, were those of the Bechuanaland Railway Co., which is an English company registered under the Companies Acts, and the decision, therefore, covers the point under consideration. It is interesting to note that BIGHAM, J., adopted and developed the view taken by COCKBURN, C.J., and he pointed out that under modern conditions of business a shorter time than formerly will suffice to establish a new mercantile usage. "It is true," he said, "that in determining whether a usage has become so well established as to be binding on the courts of law the length of time during which the usage has existed is an important circumstance to take into consideration; but it is to be remembered that in these days usage is established much more quickly than it was in days gone by; more depends on the number of transactions which help to create it than on the time over which the transactions are spread; and it is probably no exaggeration to say that nowadays there are more business transactions in an hour than there were in a week a century ago."

Consequently the learned judge held that the comparatively recent origin of this class of securities created no difficulty in the way of holding that they were negotiable by virtue of the law merchant. "They are," he said, "dealt in as negotiable instruments in every minute of a working day, and to the extent of many thousands of pounds." It is to be remembered, he further observed, that, as laid down in *Goodwin v. Roberts*, the law merchant is not fixed and stereotyped; has not been arrested in its growth by being moulded into a code; but is capable of being expanded and enlarged so as to meet the wants and requirements of trade in the varying circumstances of commerce. And Mr. Justice BIGHAM treated the matter as regards bearer bonds as

being now so clear that evidence of usage is superfluous. "In my opinion the time has passed when the negotiability of bearer bonds, whether Government bonds or trading bonds, foreign or English, can be called in question in our courts. The existence of the usage has been so often proved and its convenience is so obvious that it must be taken now to be part of the law; the very expression 'bearer bond' connotes the idea of negotiability, so that the moment such bonds are issued to the public they rank themselves among the class of negotiable securities." And he concluded this part of his judgment by expressing his complete concurrence with the decision of KENNEDY, J., in *Bechuanaland Exploration Co. v. London Trading Bank* (*supra*), though for his own part he went a step further and held that the courts ought now to take judicial notice of the negotiability of bearer bonds.

But there was a second point raised in the case, and had its validity been allowed it would have gone far to destroy the advantages of negotiability. The plaintiff, who had been the owner of the bonds in question, kept them in a safe in his office, from which they were stolen by a clerk. The clerk employed a country broker to dispose of them, and the latter sold them through the defendants, who are London stockbrokers. In the ordinary course the sale was to jobbers, who paid the purchase-money and received the bonds. The purchase-money went from the London brokers through the country broker to the clerk. Out of the various persons concerned the plaintiff chose to sue the London brokers, and assuming that the bonds were negotiable so as to pass by delivery to a person who took *bond fide* and for value, he argued that the brokers did not take for value and so were not protected. The jobbers, of course, who actually paid for the bonds were holders for value, but the brokers had done no more than receive the money and transmit it to their principal.

It is obvious that if such an argument were to prevail, it would make it very hazardous for any persons who are mere which is allowed in the interest of commerce would with-intermediaries to touch negotiable instruments. Negotiability draw its protection in a large class of cases where the protection is particularly wanted. But valuable consideration does not necessarily consist of money, and BIGHAM, J., answered the argument by pointing out that by selling the bonds to the jobbers the brokers had come under an obligation to deliver them, and the undertaking of this liability at the request of the country broker was a sufficient consideration to make them holders for value of the bonds when subsequently delivered to them. Or the case, the learned judge held, might be based on a money consideration. The country broker would, in the ordinary course of business, look to the London brokers, and not to the jobbers, for payment of the purchase-money, and the bonds, although not delivered to the brokers as ordinary purchasers, were nevertheless delivered on the footing of the brokers undertaking to pay over the proceeds of sale. Moreover, BIGHAM, J., intimated that though ordinarily an intermediary, who without lawful authority interferes with the property and possession of the true owner, is liable for a conversion, yet this principle could hardly be extended to a case where the intermediary was in good faith delivering bonds to a person whose title became thereupon a good one. "There appears to me," said the learned judge, "to be an essential difference between meddling with goods with the intention of transferring a title which will be bad as against the true owner, and the case of assisting in perfecting a title which will be good as against the true owner." However, the suggested distinction remains a matter of speculation. The case was decided in favour of the defendants on the ground that they took the bonds for value. Both as regards the doctrine of negotiability, and as regards its practical application, the decision is one of great importance.

In the course of a speech at the annual dinner of the Associations of Bankers, on Wednesday, the Lord Chancellor said that after an experience of more than fifty years he did not think he ever drew a cheque in his life below £2, and he would say more, for, though a lawyer, he had not known that they could draw cheques for so small amount, and he had been under the impression they could not. Sir Edward Grey, M.P., subsequently remarked that he assumed that the Lord Chancellor had never received a cheque below £2, and that caused him to set a higher value than ever on legal experience.

REVIEWS.

"SETON."

FORMS OF JUDGMENTS AND ORDERS IN THE HIGH COURT OF JUSTICE AND COURT OF APPEAL, HAVING ESPECIAL REFERENCE TO THE CHANCERY DIVISION. WITH PRACTICAL NOTES. By the late Hon. Sir H. W. SETON, Sometime one of the Judges of the Supreme Court of Calcutta. THE SIXTH EDITION. By CREIL C. M. DALE, Esq., Barrister-at-Law, W. TINDAL KING, Esq., one of the Registrars of the Supreme Court of Judicature, and W. O. GOLDSCHMIDT, Esq., of the Chancery Registrars' Office. IN THREE VOLS. Stevens & Sons (Limited).

In the preparation of the new edition of this important work Mr. Registrar King and Mr. Goldschmidt take the place of Mr. Registrar Clowes, but the work still retains the benefit of Mr. Dale's experience as one of the editors of the last edition; and he remains mainly responsible for the revision and preparation of the notes. We are glad that there has been a change in the mode of publication of the work. On previous occasions the volumes have been brought out at intervals—in the case of the last edition we believe that over a year elapsed between the publication of vols. 1 and 2. We have now, we think for the first time in the history of the book, an issue of the three volumes of the complete work, with a general index covering all the volumes and extending over nearly five hundred pages. The structure of this index leaves little room for complaint; but it would have been a convenience to the reader if the number of the last page in vols. 1 and 2 had been given in each opening of the index.

One does not expect or desire any change in the general arrangement of Seton, with which by this time most practitioners have become acquainted; but we note considerable alterations in the forms and notes under some of the headings. For instance, in Chapter 41 the general head of "Trustees" has been considerably added to and changed, both as regards the forms and the notes. There are now forms of orders for appointment of a judicial trustee under the Judicial Trustees Act, 1896, and ancillary forms relative thereto, and in a note the provisions of the Act and the rules made under it are set forth. In Vol. III., in the sections of the head of "Mortgages" relative to mortgages by companies and equitable mortgages, the forms of orders have been considerably altered; this head of "Mortgages" being, as it seems to us, one of the most carefully elaborated portions of the book. And of course under the head of "Companies" there are numerous and important changes both in forms and notes.

The notes which we have examined we have found accurate and tersely expressed, and the decisions up to last autumn are carefully collected. We are glad to observe that references to all the series of reports are now given. The notes on points of practice are frequently very useful.

We think we may say that the present edition is a distinct improvement on its predecessor, and that it will keep up the reputation of Seton.

INTERPLEADER.

THE LAW OF INTERPLEADER AS ADMINISTERED BY THE ENGLISH, IRISH, AMERICAN, CANADIAN, AND AUSTRALIAN COURTS. WITH AN APPENDIX OF STATUTES. By RODERICK JAMES MACLENNAN, Barrister-at-Law, Toronto. Stevens & Sons (Limited).

Interpleader is so essentially a matter of procedure that a book dealing with the system in different countries does not at first sight promise to be of any great service to the practising lawyer. In this country the matter now depends on R. S. C. ord. 57, a circumstance which was emphasized by A. L. Smith, L.J., in *Ex parte Mersey Docks and Harbour Board* (47 W. R. 306; 1899, 1 Q. B., p. 551), and for ordinary cases the practice books and the authorities to which they refer suffice. Where, however, it is necessary to go beyond these and to inquire into the principles of the subject, Mr. Macleennan's book will be found a storehouse of the decisions, English and American, and useful information also is given as to the growth of the procedure by interpleader here and in other countries. To a large extent the procedure in America and the Colonies appears to rest on the English Interpleader Act of 1831. "The Act," says Mr. Macleennan in his preface, "followed equitable interpleader over the Channel into Ireland, across the Atlantic to the United States, Canada, Newfoundland, and the Bermudas; around the Cape to India, and on to Australia, New Zealand, and the Hawaiian Islands, while something like it is found in Japan." The passage is indicative of the scope of a work which the author—again to quote him—"hopes may be of some use in all courts where English-speaking judges preside."

BOOKS RECEIVED.

The South African Law Journal. By W. H. S. BELL, Solicitor. February, 1902. Witherby & Co.

CORRESPONDENCE.

ENCROACHMENTS ON THE RIGHTS OF THE PROFESSION.

[To the Editor of the Solicitors' Journal.]

Sir,—A firm of auctioneers recently submitted to me for approval on behalf of my client "an agreement" for a seven years' lease. This agreement contained in full all the covenants, &c., that could possibly be inserted in the lease itself. My curiosity was aroused. I inquired the name of the lessor's solicitors, and the reason why they did not submit the draft of the lease, without this, to me, unnecessary preliminary, yet full-blooded, agreement.

They replied that they thought it would not be necessary to grant the actual lease at all, as their form of agreement always answered the purpose.

I thereupon suggested whether or no this document was "an agreement" simply to keep themselves within the statute, and afford them a plausible reason for charging for a document which, on the face of it, they had no right to charge. They admitted this was so.

The matter was not completed.

ATTORNEY.

London, E.C., May 9.

THE PACE OF THE CHANCERY DIVISION.

[To the Editor of the Solicitors' Journal.]

Sir,—Much has been written, and more said, about the delays in the Chancery Division of the High Court of Justice, and much is now thought of records. We think the following shews that in certain cases delays are not so serious as are generally supposed, and we think a record has possibly been achieved.

We issued a writ for the cancellation of a deed on the 8th of April last; statement of claim was delivered on the 17th of April; defence was delivered on the 22nd of April and reply delivered on the 24th of April. The action was set down in the witness list on the same day and was duly heard in the ordinary course by Mr. Justice Swinfen-Eady on the 12th inst., when, after taking oral evidence, the judge delivered final judgment whereby the deed was set aside.

That is to say, thirty-four days only elapsed between the issue of the writ and final judgment, after trial with witnesses.

CROSSE & SONS.

7, Lancaster-place, Strand, W.C., May 14.

NEW ORDERS, &c.

CORONATION OF THEIR MAJESTIES.

ORDER OF COURT.

The courts and offices of the Supreme Court, including the District Registries, shall be closed on the 26th, 27th, and 28th of June next.

By Order of the Lord Chancellor and the Rule Committee of the Supreme Court.

COUNTY COURT ORDER.

The courts and offices of the county courts in England and Wales shall be closed on the 26th, 27th, and 28th of June next.

By Order of the Lord Chancellor.

HIGH COURT OF JUSTICE.

WHITSUN VACATION, 1902.

Notice.

There will be no sitting in court during the Whitsun Vacation.

During Whitsun Vacation, all applications "which may require to be immediately or promptly heard," are to be made to the Lord Chief Justice of England.

The Lord Chief Justice will act as Vacation Judge from Saturday, the 17th of May, to Monday, the 26th of May, both days inclusive.

His lordship will sit in King's Bench Judges' Chambers at 10.30 on Friday, the 23rd of May. On other days within the above period, applications in urgent matters may be made to his lordship by post or, if necessary, personally.

In the case of applications to the judge by post the brief of counsel should be sent addressed to the judge by book-post or parcel, prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and also an envelope capable of receiving the papers, addressed as follows: "Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the judge will be returned to the registrar.

The address of the Vacation Judge can be obtained on application at the Chancery Registrars' Chambers, Room 136, Royal Courts of Justice.

TRANSFERS OF ACTION.

ORDERS OF COURT.

Thursday, the 8th day of May, 1902.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the action mentioned in the Schedule hereinafter shall be transferred to the Honourable Mr. Justice Byrne and Mr. Justice Buckley.

SCHEDULE.

Mr. Justice Joyce (1902—G.—No. 547).

In the Matter of George Farmer & Co. (Limited) Florence Elizabeth Farmer v. George Farmer & Co. (Limited).

Friday, the 9th day of May, 1902.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the action mentioned in the Schedule hereinafter shall be transferred to the Honourable Mr. Justice Byrne and Mr. Justice Buckley.

SCHEDULE.

Mr. Justice Kekewich (1902—M.—No. 1,210).

In the Matter of The Mall Trust (Limited). Edward Harry Grogan v. The Mall Trust (Limited).

CASES OF THE WEEK.

Court of Appeal.

GATES v. R. BILL & SON. No. 1. 8th May.

METROPOLIS—HACKNEY CARRIAGE—NEGLECTANCE OF DRIVER OF CAB—LIABILITY OF PROPRIETOR—LICENSE FOR CAB NOT IN NAME OF DEFENDANT—LONDON HACKNEY CARRIAGES ACT, 1843.

Application by the defendant, Mrs. Rebecca Bill, for judgment or a new trial in an action tried before Ridley, J., and a jury. The action was brought to recover damages for personal injuries caused by a collision between the plaintiff's carriage and a hansom cab belonging to the defendants. An appearance to the action was entered by Rebecca Bill "trading and sued as R. Bill & Son, defendant in this action." The hansom cab, which was a licensed hackney carriage within the metropolitan district, was owned by R. Bill & Son, and it was hired out with a horse to a licensed driver for a fixed sum per day, the driver retaining for himself any money he received beyond the fixed sum. The licence for the cab was taken out at Scotland Yard in the name of Harry Bill, the son of Rebecca Bill. The accident was caused by the negligence of the driver of the cab. The jury found that Rebecca Bill was in partnership with her son, Harry Bill, and they found a verdict for the plaintiff for £55 damages. Ridley, J., entered judgment for the plaintiff for this amount. The defendant, Rebecca Bill, appealed, contending that the proprietor of the cab in whose name the licence was taken out was alone liable under the London Hackney Carriages Act, 1843, for the negligence of the driver.

THE COURT (VAUGHAN WILLIAMS, ROMER and MATHEW, L.J.J.) dismissed the application, holding that Rebecca Bill was a "proprietor" of the cab within the meaning of the Act, and that she, as proprietor, though the licence was not taken out in her name, was liable for the negligence of the driver, and that the decisions in *Venables v. Smith* (15 W. R. 584, 2 Q. B. D. 279), *King v. London Improved Cab Co.* (37 W. R. 737, 23 Q. B. D. 281), and *Ken v. Henry* (42 W. R. 214; 1894, 1 Q. B. 290) applied.—COUNSEL, *Horace Avery, K.C., and Moresby; Hammond Chambers, K.C., and Woodfin.* SOLICITORS, *C. T. Phillips; S. E. Lambert.*

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

Re I. C. JOHNSON & CO. (LIM.). No. 2. 30th April; 3rd and 5th May.

PRACTICE—COMPANY—DEBENTURES—REGISTRATION—EXTENSION OF TERM—FORM OF ORDER—SAVING OF PRIOR RIGHTS—COMPANIES ACT, 1900 (35 & 64 VICT. C. 48), ss. 14, 15.

This was an appeal from orders made by Kekewich, J., and Joyce, J. In 1899 the above company passed a resolution to issue debentures. The debentures were secured by a debenture trust deed which was executed in 1900. By the conditions of the debentures the company charged all its property, present and future, including uncalled capital for the time being, as a floating charge; and the debentures were stated to be part of a series all of which were to rank *pari passu*. A large number of debentures were issued before the 1st of January, 1901, when the Companies Act, 1900, came into operation. Since that date 327 more debentures of the same series had been issued. By accident these debentures were not registered under section 14 of the Act. The company and the holders of the 327 debentures, whose names and addresses were given in a schedule to the notice of motion, applied under section 15 of the Act for an extension of time for registration. Kekewich, J., made the order, but following *Re Joplin Brewery Co. (Limited)* (50 W. R. 75), inserted the words "but this order is to be without prejudice to the rights of parties acquired prior to the time when such debentures shall be actually registered." He refused to qualify the words by a statement that they were not to affect the rights of debenture-holders *inter se*. Joyce, J., subsequently extended the time further to allow of an appeal, and made the order in the same terms. The company appealed.

THE COURT (COLLINS, M.R., and STIRLING and COHEN-HARDY, L.J.J.) allowed the appeal.

COLLINS, M.R.—It is not disputed that the judge has properly exercised

of May, 1902.
 Chancellor of Great
 Schedule here
 and Mr. Justice

Justice Elizabeth
 Halsbury, C.
 of May, 1902.
 Chancellor of Great
 Schedule here
 and Mr. Justice

Harry Gwyn
 Halsbury, C.

ay.
 R of Car-
 NAME of

or judgment
 and a jury
 inal injuried
 d a banam
 the action
 Bill & 8m,
 s a Hosmead
 by R. Bill &
 a fixed sum
 ived beyond
 and Yael in
 was caused
 that Rebecca
 and a verdict
 ent for the
 ealed, con-
 cience was
 rriages Act,

W, L.J.J.)
 proprietor
 proprietor,
 ble for the
 Smith (25
 (37 W. R.
 Q. B. 292)
 Chambers,

5th May,
 ay, Trin-
 1900 (63)

Joyce, J.
 es. The
 uted in
 d all its
 he time
 part of
 ber of
 nen the
 7 more
 t these
 mpany
 es were
 n 15 of
 ade the
 3. 75),
 to the
 all be
 at that
 ce, J.,
 made

L.J.J.)
 related

his discretion in enlarging the time for registration, but a point arises as to the following qualification which has been inserted in the order: "But this order is to be without prejudice to the rights of parties acquired prior to the time when such debentures shall be actually registered." It is said that these words *prima facie* involve that those debenture-holders whose debentures did not require registration will take priority over those as to which this order permitting registration is made. And it is said that this court ought not to permit such a result because the contract under which those debentures were issued provides that all debentures shall rank *pari passu*; so that if the mere omission to register some debentures under circumstances excused by the judge is to put the two sets of debenture-holders on an inequality, the result is to defeat the fundamental provision of the contract under which they were issued, and that is a consequence which ought to be avoided if the statute does not compel us to accept it. Assuming that the words objected to do *prima facie* bear the interpretation put on them, the question is whether the order is properly within the section. Now the decision of Kekewich, J., in this case is based on the case of the Joplin Brewery Co. (50 W. R. 75; 1902, 1 Ch. 79). In that case Buckley, J., purported to apply the Companies Act, 1900, on the analogy of the Bills of Sale Act, 1878. Now for the purposes of this application ought there to be any doubt left whether the mere fact of a portion of these debentures being issued before registration became necessary, and the second part being issued after it became necessary, and requiring indulgence under section 15, ought to make any difference between the rights of these parties *inter se*? It seems to me that it certainly ought not, that the mere fact of having been issued at a time when registration was not required does not, and ought not to, put them in any better position than those debenture-holders who have had their bonds issued to them after it became necessary, even although they made a slip and did not come within the proper time. It seems to me that the condition under which these debenture-holders took their securities was that, as between themselves, they were to rank *pari passu*. That agreement was made in view of the certainty that they would not in point of fact be issued at one and the same time, and it was to meet the possible contention that those who took first should have the first rights that this provision that they should take *pari passu* was inserted. Therefore it seems to me that the mere fact of there having been a slip in the matter of registering the second set, and that the first did not require registration at the time they were issued, did not alter the rights of the parties *inter se*, and that words ought to be introduced into the order to make this clear. At the same time, while the rights of these parties ought not to be interfered with merely on the facts I have stated, it is possible that under the section the rights of other outside persons might intervene. It is impossible to say under what circumstances they could intervene. It is not necessary in this case to decide whether any creditor who had not actually issued execution is a creditor who ought to be protected, and who ought to displace the rights of those who were not registered until after his debt had accrued, though Buckley, J., in the Joplin Brewery case does seem rather to enlarge the area to which the Bills of Sale Act was held to be limited, for he says, "The orders ought to be drawn so as to secure the rights of persons who have become creditors of the company before registration is effected just as in the case of bills of sale." Now in *Crow v. Cummings* (36 W. R. 908, 31 Q. B. D. 420), which was a case of a bill of sale, it does seem to me that the judgment is given on the footing that but for the execution put in the creditor would have taken no rights which would have been interfered with by giving permission to extend the time necessary for the registration of the bill of sale. However, it seems to me that it is not necessary to decide anything beyond this, that as between these two sets of debenture-holders their rights *inter se* ought to rank *pari passu*. The order will be framed to meet that view, and we shall have an opportunity of considering it, but it seems to me that on these grounds the order ought to be altered and to that extent this appeal ought to be allowed.

STIRLING and COZENS-HARDY, L.J.J., concurred.

The matter was subsequently mentioned to the court and the qualification was finally settled as follows: "Provided always that this order is to be without prejudice to any rights (other than rights in respect of debentures of the said series) which may have been or may be acquired against the holders of the said debentures set forth in the schedule to this order prior to the time when the last-mentioned debentures shall be actually registered. And it is hereby declared that, except so far, if at all, as may be necessary for giving effect to the proviso aforesaid, such proviso shall not interfere with the rights of equality among themselves attached to all the debentures of the said series, but so that in the event of the debentures set forth in the said schedule being avoided as against parties having any such rights as are preserved by the said proviso, none of the holders of debentures of the said series other than the holders of the debentures set forth in the said schedule shall by reason of such avoidance be required to accept any less share of the assets comprised in his security than he would have taken if there had been no such avoidance."—COUNSELL, Haldane, K.C., and C. James; Neville, K.C., and J. G. Pease. Solicitors, Stibbard, Gibson, & Co., for Gibson, Pybus, & Pybus, Newcastle-on-Tyne.

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

BLOOD v. BLOOD. No. 2. 7th May.

DIVORCE—VARIATION OF SETTLEMENT—VESTED INTEREST OF CHILD—GUILTY HUSBAND—MATRIMONIAL CAUSES ACT, 1859 (21 & 22 VICT. c. 61), s. 5.

Appeal from the decision of Barnes, J. (reported 50 W. R. 128), upon a motion for the variation of the settlement made upon the marriage of Constance Rebecca Blood with Neptune William Blood. On the 14th of January, 1901, a decree absolute for the

dissolution of the marriage was made on the wife's petition, on the ground of the husband's adultery and desertion. An ante-nuptial settlement was executed on the 25th of July, 1877, by which a sum of £4,000 Great Western Railway Stock, the property of the wife, was settled in trust for the wife for her life, then to the husband for his life, if he should survive her, with remainder to the children of the marriage, with a proviso that, if the wife should survive the husband and marry again after his death and there should be only one child of the first marriage, the wife should be at liberty to appoint a moiety of the income of the trust fund to her second husband for his life, and a moiety of the trust funds to the children of the second marriage. There had been only one child of the first marriage, a son, who attained twenty-one on the 13th of July, 1899, and died on the 16th of July, 1900, a bachelor and intestate. He had on attaining twenty-one acquired a vested interest in the settled fund, the beneficial interest in which passed on his death to his father as his sole next-of-kin. After the dissolution of the marriage the father married again, and he then executed a settlement of the previously settled property which had come to him as the representative of his son, but "subject to any variation in the terms of the (original) settlement which may be made by the court." The first wife applied, under section 5 of the Matrimonial Causes Act, 1859, for a variation of her settlement, and she asked that the whole fund might be reassigned to her free from any interest of her late husband. Section 5 provides that "the court, after a final decree of nullity of marriage or dissolution of marriage, may inquire into the existence of ante-nuptial or post-nuptial settlements made on the parties whose marriage is the subject of the decree, and may make such orders with reference to the application of the whole or a portion of the property settled either for the benefit of the children of the marriage or of their respective parents, as to the court shall seem fit." The learned judge held that under this section the court had power to make an order varying the settlements, notwithstanding that the son had attained a vested interest, and his lordship ordered that the fund should be retransferred to the wife, free from any interest of her former husband's. The husband appealed.

THE COURT (COLLINS, M.R., and STIRLING and COZENS-HARDY, L.J.J.) dismissed the appeal, but varied the order by declaring that the settlement ought to be read as if the husband had predeceased both the son and the wife.

COLLINS, M.R.—The first objection taken is that the son's interest is not "property settled" within the meaning of section 5. In my opinion it was settled. At the time the application to the court was made there were two life estates, those of the husband and wife, outstanding, with a vested remainder in the son. The property was obviously settled; it was in the hands of the trustees for the purpose of protecting the two life estates. One of those life estates has been extinguished under this order. That was an order dealing with settled property and there was clearly jurisdiction to make it. Then it is said that even when dealing with "settled property" the court has no power, or at any rate ought not, to make an order dealing with the interests of the children—that the words of section 5 do not extend so far to allow the court to annul or diminish the interests of the children, and that the interest of the husband was only derived through the son, and must be treated as the interest of the son. It is not necessary to decide that point here, though I have not been impressed by the argument on which it was based, nor do I think the case of *Crisp v. Crisp* (21 W. R. 79, L. R. 2 P. D. 426) goes to that extent. But the order will not affect any interest of the son, but will merely extinguish the husband's life interest and also any beneficial interest which he derives under the settlement as next-of-kin of the son, and will vest those interests in the son. This will get rid of any possible difficulty in dealing with the son's interest. Both the points which have been relied on by the appellant fail, and the order as varied is the proper one to make.

STIRLING, L.J.—I agree. It is certainly a strong thing to confer on any court the power to alter vested interests in property, and several judges have expressed unwillingness to exercise such a power. But none of the cases have gone so far as to say there is no jurisdiction to do so. The result of the cases has been well summed up in *Whitton v. Whitton* (1901, P. 348). Here the order affects the interest, not of the child, but which the husband takes as next-of-kin of the child. That, I think, is within the power of the court, but nothing ought to be done to prejudice the right of any person deriving title through the son except the father.

COZENS-HARDY, L.J., delivered judgment to the same effect.—COUNSELL, Underwick, K.C., and Barnard; Priestley and Hon. F. Russell; F. L. Wright. SOLICITORS, Falpy, Peckham, & Chaplin; C. Russell.

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Re CLARKE'S SETTLEMENT. Buckley, J. 14th May.

SETTLED LAND—APPLICATION OF CAPITAL MONEY—ALTERATIONS AND ADDITIONS WITH A VIEW TO LETTING—ELECTRIC LIGHTING INSTALLATION—SETTLED LAND ACT, 1890 (53 & 54 VICT. c. 69), s. 13, subsection (ii.).

This was an application by a tenant for life under section 15 of the Settled Land Act, 1890, that the cost of certain improvements which had been effected in a house for the purpose of letting the same by the tenant for life without a scheme might be defrayed out of capital moneys in the hands of the trustees. One of these works consisted of the installation of a system of electric light. It was contended on behalf of the tenant for life, on the authority of *Re Frazer's Settlement* (1902, 1 Ch. 97), that the wiring of the house for the electric light was an "addition" which was "reasonably necessary" within the meaning of section 13 (ii.) of the Act of 1890.

BUCKLEY, J., said that the question to be determined was what was the meaning of the word "addition" in the section. If the word was allowed to have its widest meaning it would include venetian blinds, sun blinds affixed to the exterior of the house, furniture bought and placed in the house; even a park might be said to be added to the buildings. He considered that the word as used in the section could not be understood in such a wide sense, and that some limitation must be placed upon its meaning. The key to such limitation was to be found in the word "alterations," which immediately followed the word "additions." Now, "alterations," necessarily, must be structural alterations, and he thought that "additions" must also mean structural additions. The question had been considered by Chitty, J., in *Re Gaskell's Settled Estate* (1894, 1 Ch. 485), where the provision of a heating apparatus and pipes was held not to be an "addition" within the sub-section. He read the decision as laying down the principle that "additions" meant structural additions. As to *Re Freake's Settlement*, he was authorized by Joyce, J., to say that that decision was not meant to lay down any principle, but was merely a decision on the facts before him. Even if *Re Freake's Settlement* did lay down a principle, it was in conflict with that contained in *Re Gaskell's Settled Estate*, and he felt himself at liberty to follow the decision of Chitty, J. An electric lighting installation was not a structural addition, and could not, therefore, be paid for out of capital money.—COUNSEL, *W. A. Peck (Birrell, K.C., with him); T. H. Robertson. SOLICITORS, Frere, Cholmeley, & Co.*

[Reported by H. L. ORMISTON, Esq., Barrister-at-Law.]

High Court—Probate, &c., Division.

BARRY v. BARRY. Barnes, J. 12th May.

PRACTICE — RESTITUTION OF CONJUGAL RIGHTS.

This was an appeal from the registrar refusing leave to file a petition for restitution of conjugal rights on the ground that no sufficient demand to return to cohabitation had been made. It appeared that the respondent was in business, and it was understood that he had offices in London. Rule 175 of the Rules and Regulations made under the several Matrimonial Causes Acts requires that the affidavit which is filed with the petition "shall further state sufficient facts to satisfy one of the registrars that a written demand for cohabitation and restitution of conjugal rights has been made by the petitioner upon the party to be cited." In accordance with this rule a letter had been written and posted; but the registrar took the view that the letter not being a registered letter was insufficient. Taylor in his work on Evidence, vol. 1, p. 155 (9th ed.), however, expressly says "if a letter properly directed is proved to have been either put into the post-office or delivered to the postman, it is presumed to have reached its destination at the regular time and to have been received by the person to whom it was addressed."

BARNES, J., in giving judgment, said he thought the view taken by the registrar was right. Here was a case of a man who might be a commercial traveller, and such a business might take him to other countries and might necessitate his being absent from his office for months. The posting of the letter was only *prima facie* evidence that he had received it, but no more. In this instance, however, if an affidavit was filed with supplementary evidence shewing that the husband was at his office, he thought then it would be sufficient.—COUNSEL, *Barnard. SOLICITORS, F. A. K. Doyle.*

[Reported by GWYNNE HALL, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

EDELSTEIN v. SCHULER & CO. Com. Court. 9th May.

NEGOTIABLE INSTRUMENT—STOLEN "BEARER BONDS"—BONDS COMMERCIALLY TREATED AS NEGOTIABLE—LAW MERCHANT—HOLDER FOR VALUE—BROKER SUED IN TROVER.

The plaintiff's claim was for damages for conversion of bonds and other securities, the property of the plaintiff. The facts were as follow: Certain bearer bonds of the De Beers Mining Co., the Denver Railway Co., the Mexican Railway Co., the Union Pacific Railway Co.—being bonds of foreign corporations—and of the Bechuanaland Railway Co.—an English company registered under the Companies Acts, were stolen by one of the plaintiff's clerks. A broker on the Bradford Stock Exchange was employed by the clerk to sell the bonds, who in the ordinary course of business sold them through the defendants, who were stockbrokers on the London Stock Exchange. When the bonds were sold to jobbers, the bonds were sent to the defendants, who delivered them to and received the money from the jobbers. This amount, either in cash or in account current, was forwarded to the Bradford broker, who in his turn paid the clerk. The defendants had no notice of defect in the vendor's title, and acted with *bona fides*. It was proved in evidence that all these bonds were accustomed to pass from hand to hand among the people who dealt in them, and were treated as negotiable in the same way as bonds of foreign governments. It was argued for the plaintiff (1) that though these bonds were commercially treated as negotiable, they were not in law negotiable; that negotiability was conferred by the law merchant, and that as these bonds were of such recent creation the law merchant could not apply; (2) that even if the bonds were lawfully negotiable the defendants never were holders for value; that having handled the bonds with the intention of vesting the property and possession in the jobbers who bought them, the defendants were liable in trover.

BIGHAM, J., in giving judgment, said that on the evidence he was satisfied that all the bonds in question belonged to a class which bankers,

stockbrokers, and others whose business was to deal in such securities treated, rightly or wrongly, as negotiable and as passing from hand to hand by mere delivery. It was true that negotiability could only be attached to a contract by the law merchant or by a statute, and though the length of time during which the usage had existed was an important circumstance in determining whether a usage had become so well established as to be binding on the courts of law, the comparatively recent origin of this class of securities created no difficulty in the way of holding that they were negotiable by the law merchant, since in these days usage was established much more quickly than in days gone by. More depended on the number of the transactions which helped to create the usage than on the time over which the transactions were spread; and these bonds were dealt in as negotiable instruments every day and to the extent of many thousands of pounds. The law merchant was not fixed or arrested in growth (*Goodwin v. Roberts*, L. R. 10 Ex. p. 346), but was capable of being expanded so as to meet the requirements of trade. The negotiability of bearer bonds, whether Government bonds or trading bonds, foreign or English, could not now be questioned; the existence of the usage had been proved so often, and its convenience was so obvious, that it must be taken now to be part of the law. A broker who merely negotiated the sale of chattels without the authority of the true owner committed no tort at all—the sale was a mere void act. It divested the true owner of no right, and it did not physically interfere with his control or possession of the goods. But if in addition to negotiating a sale the broker meddled with the goods themselves and handed them to the buyer with the intention of transferring to the buyer the property and possession in pursuance of the unauthorized sale, he made himself liable in trover to the true owner, for he was guilty of an act in relation to the goods themselves which was inconsistent with the rights of the true owner. This rule did not apply here. Before the defendants had possession of the bonds at all or physically dealt with them in any way they had become entitled to them for a valuable consideration, just as effectually as the jobbers subsequently became entitled to them by paying the purchase price. The jobbers who bought them, having given value and having acquired them without notice of defect in the vendor's title, clearly could not be sued in trover by the plaintiff. When the defendants negotiated the sale of the bonds to the jobbers they came under a personal liability to the jobbers to deliver them. This liability they undertook at the request of the Bradford broker—who was acting for the clerk—and in consideration of undertaking this liability the Bradford broker or the clerk promised to deliver to them the bonds. Though the defendants were not the buyers of the bonds, they became holders for value as soon as they got possession of them and handed over the money in exchange for them. These circumstances made the defendants holders for value, and, as the bonds were negotiable, gave them power to deal with the bonds. He therefore gave judgment for the defendants.—COUNSEL, *Danckwerts, K.C., Montague Lush, K.C., and Waugh; Duke, K.C., Rufus Isaacs, K.C., and Ellis Hill. SOLICITORS, Warren, Murlin, & Miller, for Mossman, Atkinson, & Blankley, Bradford; Gush, Phillips, Walters, & Williams.*

[Reported by W. T. TUNTON, Esq., Barrister-at-Law.]

THE GREAT NORTHERN AND CITY RAILWAY CO. (LIM.) v. TILLET. Div. Court. 21st April and 3rd May.

RAILWAY—COMPENSATION—TENANT IN POSSESSION—LANDS CLAUSES CONSOLIDATION ACT (8 VICT. c. 18), s. 121.

This was a special case stated by Sir Horatio Davies, and raised the question as to the extent of the jurisdiction of the magistrate under section 121 of the Lands Clauses Consolidation Act, 1845, which provides that in cases where any person shall be in possession of any lands having no greater interest therein than as a tenant from year to year, and he shall be required to give up possession before the expiration of his term or interest therein he shall be entitled to compensation for the value of his interest, unexpired term or interest in such lands, and the amount of such interest shall be determined by two justices." It appeared from the special case that the respondent held a lease of 32, Finsbury-pavement under an agreement with one Mathew Clarke Jervoise which expired on the 25th of December, 1899, but the respondents remained in possession. Notice to treat was served on the 12th of June, 1899, on the superior landlord, and on the 14th of June, 1899, on the respondents. In the month of March, 1901, the respondents went out of possession for their own purposes, but retained the keys. On the 5th of January, 1901, the lease was assigned to the railway company subject to the rights of the respondents, who alleged an under-lease dated the 6th of March, 1900. The appellants began to pull down the premises on the 22nd of February, 1901. On the 29th of August, 1901, the respondents sent in a claim for £580 on the basis of a tenancy from year to year, and the alderman awarded them £560 on the ground that compensation could only be assessed under section 121 and on the authority of *R. v. Kennedy* (57 J. P. 346) and *Bealey Heath Railway v. Colonel North* (58 J. P. 832). For the appellants it was contended that there was no interest in land on which the magistrate could award compensation, and secondly, that the respondents not being in possession did not come under section 121. They cited *Ex parte Edwards* (19 W. R. 1047, L. R. 12 Eq. 389), *R. v. Stone* (14 W. R. 791, L. R. 1 Q. B. 539). For the respondents it was contended that the magistrate had no jurisdiction to inquire into the title of the claimant, and that at the proper course of the railway company was to wait till the award was sued upon. He cited *R. v. Manchester, Sheffield and Lancashire Railway Co.* (4 E. & B. 88). *Cur. adv. vult.*

April 3.—The judgment of THE COURT (LORD ALVERSTONE, C.J., and DARLING and CHANNELL, JJ.), was delivered by

LORD ALVERSTONE, who said that a long line of authorities had held that no questions of title could be raised before the justices. But it was a

condition precedent of section 121 that the claimant should have been required to give up possession before the expiration of his term. The claimants went out of possession for their own purposes, and the alderman ought to have held that he could not assess compensation under section 121. If the claimants had any claim against the company it would have to be raised by an action at law. Appeal allowed.—COUNSEL, *Hansell; Park Goff*. SOLICITORS, *Le Brasseur & Oakley; Jervis*.

[Reported by C. G. WILBRAHAM, Esq., Barrister-at-Law.]

THE MAYOR, &c., OF THE CITY OF WESTMINSTER (Appellants) v. THE ARMY AND NAVY AUXILIARY CO-OPERATIVE SUPPLY (LIM.) (Respondents). Div. Court. 1st May.

RATING—METROPOLIS—RAISING RATEABLE VALUE—FAILURE TO GIVE NOTICE OF ALTERATION TO OCCUPIER—REFUSAL TO PAY INCREASED RATE—RIGHT TO ISSUE DISTRESS WARRANT—CONCLUSIVENESS OF VALUATION LIST—VALUATION (METROPOLIS) ACT, 1869 (32 & 33 VICT. c. 67), ss. 9, 45.

Case stated by Horace Smith, Esq., Metropolitan police magistrate. The respondents were the occupiers of 20 and 22, Caxton-street, in the City of Westminster. On the 12th of April, 1901, a general rate was made and published by the appellants. In the said rate the respondents were assessed in respect of the said premises at the sum of £33 2s. 9d., being at the rate of 2s. 9d. in the £ upon a rateable value of £241—being the rateable value of the premises as stated in the quinquennial valuation list made in 1900. The said sum was demanded of the respondents and they paid to the appellants the sum of £24 15s., the amount due on the assessment entered in the valuation list for 1895, leaving a balance of £8 7s. 9d. unpaid, which the respondents contended they were not liable to pay. The appellants took out a summons to recover the balance, upon the hearing of which the respondents proved that no notice for alteration in value in accordance with section 9 of the Valuation (Metropolis) Act, 1869, had been served on them by the appellants, and that the respondents had no notice of the raising of the gross and rateable value of their premises until the 12th of April, 1901. The respondents contended they were not liable to pay the sum of £8 7s. 9d. upon the ground that the rate was based upon the valuation list made in 1900—viz., £241, being an increase of £61 over the rateable value stated in the valuation list made in 1895—viz., £180, and they contended that the entry in the valuation list made in 1900 was not binding on them because no notice of the increase in the rateable value had been given to them as required by section 9 (1) of the above Act, and, therefore, that the list of 1900 was not the list for the time being in force, nor was it made in accordance with the Act, and therefore that they were not liable to pay so much of the rate as was charged upon the increase in the rateable value. In support of these contentions the case of *Reg. v. Justices of Middlesex* (20 W. R. 774, L. R. 7 Q. B. 553) was cited. The appellants contended that the respondents were entitled to a distress warrant to recover the said sum of £8 7s. 9d. on the grounds (1) that inasmuch as the respondents had not appealed against the rate or the list on which it was based, the respondents were not entitled on the hearing of the summons to dispute the validity of the valuation list, and that the rate being good on the face of it the duty of the magistrate was merely ministerial, and that the appellants were not bound to shew that the notice required by section 9 (1) had been duly given; and (2) that even if no such notice as is directed by the said section had been given the valuation list was not thereby rendered invalid. The magistrate decided that the appellants' contentions were wrong, and that he ought not to issue a distress warrant. The question for the opinion of the court was whether he was right in so deciding. On behalf of the appellants the case of *Reg. v. Justices of Gloucester* (5 W. R. 655, 7 E. & B. 805) was cited, and they relied on section 45 of the above Act.

THE COURT (LORD ALVERSTONE, C.J., and DARLING and CHANNELL, JJ.) allowed the appeal, being of opinion that the magistrate ought to have issued a distress warrant. It was not necessary to decide what was the actual effect of the omission to serve the notice of the raising of the rateable value in the valuation list in conformity with section 9. The case really turned upon the true construction of section 45, which provides that the valuation list for the time being in force shall be deemed to have been duly made in conformity with the Act and shall be conclusive evidence of the gross value and of the rateable value of the several hereditaments included therein. The court referred to *Churchwardens of Birmingham v. Shaw* (10 Q. B. 868). Appeal allowed.—COUNSEL, *Marshall, K.C., and Ryde; Bray, K.C., and E. Hilliard*. SOLICITORS, *Allen & Son; Tyrrell, Lewis, & Broadbent*.

[Reported by E. G. STILLWELL, Esq., Barrister-at-Law.]

MANNERS v. TYLER. Div. Court. 3rd May.

ADULTERATION—JURISDICTION OF MAGISTRATES—PLACE OF SALE—SALE OF FOOD AND DRUGS ACT, 1875 AND 1899 (38 & 39 VICT. c. 63, s. 25, AND 62 & 63 VICT. c. 51, s. 20, SUB-SECTION 4)—FALSE WARRANTY.

This was an appeal by John Manners against a conviction for giving a false warranty contrary to the Sale of Foods and Drugs Act, 1875, s. 27. The appellant is a farmer residing in Wiltshire, and on the 14th of September, 1901, he sent a churn of milk with a label attached "Warranted pure milk with all its cream," to the Great Western and Metropolitan Dairies Co., and was delivered by them to John Dew a milk-seller at Shepherd's Bush in the same state as when they received it. The milk was purchased by the respondent (an inspector under the Foods and Drugs Act) from Dew's servant, and found to be adulterated with 8 per cent. of water. Dew's servant was summoned before the magistrates at Brentford, but the summons was dismissed under section 25 of the Act of 1875 as amended by section 20, sub-section 4, of the Act of 1899.

The appellant had no notice of these proceedings. The respondent then summoned the dairy company, who gave notice to the appellant and the respondents of their intention to rely on the protective clause in section 25 of the Act of 1875 as amended by section 20, sub-section 4, that the defendant shall be discharged if he proves that he bought the article in the same state as sold and with a written warranty. The summons against the dairy company was dismissed, and the respondent then summoned the appellant for giving a false warranty, and he was fined. For the appellant it was contended (*inter alia*) that the magistrates had no jurisdiction to convict as the sale and delivery took place outside the jurisdiction of the court. The responsibility of the appellant ceased at Paddington. He cited *R. v. Smith* (44 W. R. 492; 1896, 1 Q. B. 576). For the respondent it was contended that the provisions of section 20, sub-section 5, applied.

THE COURT (LORD ALVERSTONE, C.J., and DARLING and CHANNELL, JJ.) allowed the appeal, being of opinion that the magistrates had no jurisdiction to convict. Sub-section 5 of section 20 of the Act of 1899 give jurisdiction against the warrantor in cases when the defendant had been discharged under provisions of section 25 of the Sale of Foods and Drugs Act, 1875, as amended by the Act of 1899, but there was no provision for extending this section to successive warranties. Here the sale and delivery took place at Paddington, and was therefore outside the jurisdiction of the Brentford magistrates. Appeal allowed.—COUNSEL, *Morton Smith; L. M. Richards*. SOLICITORS, *W. T. Ricketts & Son; Sir R. Nicholson*.

[Reported by C. G. WILBRAHAM, Esq., Barrister-at-Law.]

MACKENZIE v. HAWKE. HAWKE v. MACKENZIE. SAME v. SAME. SAME v. SAME. Div. Court. 25th April.

GAMING—COUPON COMPETITIONS—ADVERTISEMENT—USE OF NEWSPAPER OFFICE FOR BETTING BY ADVERTISER—LIABILITY OF PROPRIETOR OF NEWSPAPER—PENALTIES, APPROPRIATION OF—BETTING ACT, 1853 (16 & 17 VICT. c. 119), ss. 1, 7—BETTING ACT, 1874 (37 & 38 VICT. c. 15), s. 3—METROPOLITAN POLICE COURTS ACT, 1839 (2 & 3 VICT. c. 71), s. 34.

These four appeals on cases stated by Mr. Marham, Metropolitan police magistrate at Bow-street, were taken together.

MACKENZIE v. HAWKE.

In this case informations were preferred by John Hawke, under the Betting Act, 1853, s. 1, against the appellant Mackenzie (1) for permitting one H. T. Terry to use, and (2) for using an office in Bedford-street, Strand, for the purpose of money being received on the consideration for a promise to pay money on contingencies relating to the game of football. The appellant was the occupier of an office in Bedford-street, and the proprietor of a paper called *Football Chat*. Terry had an office at Middelburg, in Holland, and was to the appellant's knowledge conducting sporting coupon competitions, which by agreement between Terry and the appellant were advertised week by week in *Football Chat*. The appellant received for these advertisements about £27 in respect of each issue, and in addition the names of the prize-winners were periodically published and paid for at the same rate. Part of the advertisements consisted of coupon sheets, on which intending competitors could fill in their selections. All the moneys remitted by competitors were in the form of postal orders, which, with the senders' selections were, in accordance with the advertised conditions, addressed by post to *Football Chat* at Middelburg. The orders were returned to this country for collection by a bank and the proceeds were placed to the credit of Blydenstein (an agent of Terry), who paid the appellant by Terry's instructions for the advertisements. The appellant stated in evidence that he had not received any benefit from the coupon competitions other than payment for the advertisements. Terry had no interest in the newspaper other than through advertising the competitions, and he never made any personal use of the office except that he once called there. The magistrate held that Terry was a person using the office, and that he had used it for the purpose of money being received by himself on the consideration for his promises to pay money on the result of football matches. He also found that the appellant permitted the user by Terry, that he opened and kept the office for the purpose of such user by Terry, and that he derived benefit from the insertion of the coupon advertisements and lists of winners, for which he received considerably more than for ordinary advertisements, but that he did not share in the profits of the coupon competitions. The magistrate accordingly convicted the appellant and fined him £100 on (1) and 1s. on (2), and ordered him to pay twenty guineas costs. The following cases were cited during the argument: *Stoddart v. Hawke* (50 W. R. 93; 1902, 1 K. B. 353), *Forrell v. Kempton Park Racecourse Co.* (47 W. R. 585; 1899, A. C., at p. 159), *Reg. v. Cook* (32 W. R. 796, 13 Q. B. D. 377), and *Hornaby v. Raggatt* (40 W. R. 111; 1892, 1 Q. B. 20).

HAWKE v. MACKENZIE.

This was an appeal by Hawke, the prosecutor, against the dismissal by the magistrate of an information charging the respondent under section 7 of the Betting Act, 1853, for that, being the occupier of the office referred to in the above case, he caused an advertisement to be published whereby it appeared that the office was kept for the purpose of making bets. The respondent was the occupier of the office and the proprietor of the aforesaid newspaper. The office was the one where the paper was published and its business conducted. The newspaper contained advertisements of football coupon competitions and was procurable at the office by intending competitors. All the coupons filled up and despatched by competitors with the remittances were, in accordance with the instructions in the advertisements, addressed to *Football Chat*, Middelburg, Holland, and remittances were to be made payable to H. T. Terry. The

respondent stated in evidence that Terry was the sole promoter of the competitions and received all the money sent by competitors, and that all the profits from the competitions belonged to Terry. The respondent swore that he had no interest in the competitions or the profits except the moneys received from advertising them, which amounted to about £27 per issue, and the moneys arising from the publication in the paper of the lists of prize-winners, which were paid for at the same rate.

SAME v. SAME.

This was an appeal by Hawke, the prosecutor, against the dismissal by the magistrate of an information against the respondent, Mackenzie, under the Betting Act, 1874, s. 3 (1), for causing advertisements to be published whereby it appeared that persons called O'Reilly and Taylor would on application give information with respect to bets, wagers, events, or contingencies within section 7 of the Betting Act, 1853. The respondent was the occupier of the office and proprietor of the paper above-mentioned. The paper contained advertisements that O'Reilly and Taylor respectively would give information with respect to bets or contingencies in connection with football. The magistrate held that the office was used by the aforesaid Terry for the purpose of money being received by him as the consideration for the promise to pay money on the events of football matches, and that the respondent permitted such user and opened and kept the office for the purpose of such user by Terry, but the magistrate thought that *Stoddart v. Argus Printing Co.* (49 W. R. 686; 1901, 2 K. B. 470) applied to all the advertisements, and he dismissed the summons. In the course of the arguments *Cox v. Andrews* (12 Q. B. D. 126) was cited.

SAME v. SAME.

This was an appeal by Hawke from an order made by the magistrate refusing to grant the appellant a moiety of the penalties inflicted on Mackenzie in the first of these cases. The magistrate found as a fact that the appellant was not guilty of corrupt practices, but he was of opinion that that was immaterial and that in the exercise of his discretion he should refuse the appellant any part of the penalties. On behalf of the appellant the case of *Reg. v. Titterton* (1895, 2 Q. B. 61, 44 W. R. Dig. 7) was cited.

In the first case the COURT (LORD ALVERSTONE, C.J., and DARLING and CHANNELL, JJ.) dismissed the appeal.

LORD ALVERSTONE, C.J., in giving judgment, said that the competitions clearly came within the class of cases which had been held to be illegal. It was found that the office was opened and kept for the purpose of Terry's using it for his competitions; and if there was evidence to support that finding it brought the case within one or other of the previous decisions. The coupon went out from the office that the competitor might fill it up and send it to Terry, and that operation, carried out at Bedford-street, where the paper might be obtained, was evidence of a user by Terry of that place for the purpose of carrying out the essential part of his scheme. If it was an independent newspaper undertaking it was difficult to understand why the money should be sent to *Football Chat* at Middelburg, and why the competition should be called the "Football Chat competition." The finding in *Queen v. Stoddart* (49 W. R. 173; 1901, 1 K. B. 177), was that the place was used as a part of the essential machinery for the receipt of the money for an illegal purpose. There was evidence to support the finding of fact by the magistrate, and, therefore, this appeal should be dismissed.

DARLING and CHANNELL, JJ., delivered judgments to the same effect. Appeal dismissed.

In the second and third cases the COURT reversed the decision of the magistrate and remitted the cases to him.

LORD ALVERSTONE, C.J., in giving judgment, said that in view of *Reg. v. Stoddart* he could not think that section 7 of the Act of 1853 was so confined as only to apply to advertisements in respect of matters mentioned in the first branch of section 1. The magistrate thought he was bound by the decision in *Stoddart v. Argus*, but it seemed to him, the learned judge, that they ought not to cut down section 7 to the limited case referred to in the judgment in *Stoddart v. Argus*. If that case was inconsistent with *Reg. v. Stoddart*, the court must follow the latter, which was decided by the Court for Crown Cases Reserved, and treat the decision as a binding authority. As regards the third case, it was decided in *Cox v. Andrews* that the Act of 1874 was an extension of the Act of 1853 and that the two Acts were to be read together, and if a limited construction were to be put upon section 7 of the Act of 1853, the same argument might be applied to section 3 of the Act of 1874. In his opinion the words of the latter section were meant to include the whole of section 1 of the Act of 1853. The decision of the magistrate in these cases must be reversed. He should have followed *Reg. v. Stoddart*.

DARLING and CHANNELL, JJ., delivered judgments to the same effect. Cases remitted.

In the fourth case the COURT dismissed the appeal.

LORD ALVERSTONE, in giving judgment, said section 34 of the Metropolitan Police Courts Act, 1839, said that it was to apply to Acts thereafter to be passed in cases where a moiety of the penalties "is or shall be" directed to be paid to the informer. As regards the discretion of the magistrate, he, the learned judge, was of opinion that though the magistrate had not an arbitrary discretion, yet it could not be said that he could only exercise his discretion in the case of a corrupt practice or some other good cause which could be appreciated by the court. In the present case there was no ground for interfering with the magistrate's discretion, and the appeal must be dismissed.

DARLING and CHANNELL, JJ., agreed. Appeal dismissed.—COUNSEL, C. W. Mathews and G. H. Stutfield; H. Avery, K.C., and J. K. Mackay. SOLICITORS, E. M. Lazarus; Malkin & Co.

[Reported by E. G. Stillwell, Esq., Barrister-at-Law.]

Solicitors' Cases.

Re KINGDON & WILSON. No. 2. 7th May.

SOLICITOR—COSTS—TAXATION—ESTATE DUTY—DISBURSEMENT—CASH ITEM.

This was an appeal from a decision of Byrne, J. (reported *ante*, p. 410), allowing a summons by the solicitors to review the taxation of a bill of costs. The representatives of the client, who had died before the taxation, appealed.

THE COURT (COLLINS, M.R., and STIRLING and COZENS-HARDY, L.JJ.), allowed the appeal.

STIRLING, L.J., gave judgment as follows: The question on this appeal is whether the costs of taxation of a bill of costs under the common statutory order are to be paid by the clients or the solicitors. That depends on whether one-sixth of the amount of the bill has or has not been taxed off. The bill is for the costs of obtaining the probate of a will on behalf of the executors, who were the clients. In the course of obtaining the probate the solicitors paid the estate duty, amounting to £117, out of a sum of £130 paid by the clients to the solicitors on general account. In the bill as delivered the professional charges, amounting to £101, are first entered; to this is added the estate duty, making a total sum of £218; then there is deducted the £130 paid on account, leaving a balance due to the solicitors of £88. From this bill there has been taxed off an amount of £24 17s. 10d. If the estate duty is properly included in the bill less than one-sixth has been taxed off; but, if the estate duty ought (as is contended on behalf of the clients) to have been entered in the solicitors' cash account, and not in the bill, more than one-sixth has been taxed off. Byrne, J., has decided, on the authority of *Re Lamb* (37 W. R. 506, 23 Q. B. D. 5), that the estate duty was properly included in the bill of costs. We think that the learned judge was bound by *Re Lamb*, which was decided by a Divisional Court. The real question is whether the rule established in that case ought to be upheld in the Court of Appeal, before which it is now brought for the first time. This subject was carefully inquired into by Lord Langdale in *Re Remnant* (11 Beav. 603), decided in 1849, and the following rule was laid down: "That those payments only which are made in pursuance of the professional duty undertaken by a solicitor, and which he is bound to perform, or which are sanctioned as professional payments by the general and established custom and practice of the profession ought to be entered or allowed as professional disbursements in the bill of costs." The case of *Re Lamb* was intended to be decided in accordance with this rule, and it was evidently believed by the Divisional Court that it was the settled practice to include sums paid for probate duty in bills of costs. It was strongly pressed upon us in argument that, if *Re Lamb* be upheld, it will be practically impossible in a large number of cases for a client to obtain the costs of the taxation to which a bill may have been justly subjected, and we think that such is the case. We have consulted one of the taxing-masters of the Chancery Division, and are informed by him that, from the time of the decision in *Re Remnant* down to that in *Re Lamb* it was the settled practice not to include sums paid for probate duty in bills of costs; that the taxing-masters of the Chancery Division consider that the decision in *Re Lamb* was based on imperfect or inaccurate information; that the effect of it is to discourage the taxation of bills which ought to be taxed; and that the adherence to it has, in their opinion, operated unfairly to clients in the past, and (regard being had to the increased duty now payable) is likely still more so to operate in the future. We are informed that, although the taxing-masters have followed the decision in *Re Lamb* when the point has been taken before them, yet that many eminent solicitors still adhere to the practice as it existed before the decision in *Re Lamb*, and do not include payments for probate duty in their bills. We have also consulted one of the registrars of the Probate Division, who is conversant with the taxation of costs in that division, and are informed by him that, although the practice there, so long as he has known it, has been regulated by *Re Lamb*, he is also of opinion that in many cases it leads to injustice being done. In these circumstances we think that *Re Lamb* ought to be overruled, and that payments for estate duty ought not to be included in bills of costs. In what precedes it has been assumed that estate duty stands on the same footing as probate duty. It is, however, to be observed that estate duty is not, like the original probate duty, merely a stamp duty, but is one for which the executor is personally accountable: see the Finance Act, 1894, ss. 6 (2), 23 (1, d). Although we do not base our decision on this distinction, we consider it favourable to the adoption of the course which we regard as the proper one. The appeal will therefore be allowed, with costs here and below, and an order made substantially in accordance with the notice of appeal.

COLLINS, M.R., and COZENS-HARDY, L.J., concurred.—COUNSEL, Lovett, K.C., and Hon. T. H. Watson; Norton, K.C., and Peley. SOLICITORS, Collyer-Bristow; Kingdon, Wilson, & Webb.

[Reported by J. I. Stirling, Esq., Barrister-at-Law.]

Bankruptcy Cases.

Re DRUCKER. *Ex parte* THE TRUSTEE v. THE BIRMINGHAM AND DISTRICT BANKING CO. Wright, J. 5th May

BANKRUPTCY—PROPERTY OF BANKRUPT—MONEY PAID TO SETTLER BANKRUPTCY PETITION—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 44—*Re SUDNER*, *Ex parte* PITLEY (8 MOORE. 127) DISTINGUISHED.

This was a motion by the trustee in the bankruptcy for a declaration that the sum of £300 paid to the respondent bank was the property of the bankrupt received by the bank with notice of an available act of bankruptcy, and for an order requiring the bank to pay the said sum to the

trustee. Upon the 24th of January, 1901, the bank presented a petition against Drucker, the act of bankruptcy alleged therein being non-compliance with a bankruptcy notice which had been issued by another creditor. The petition came on for hearing upon the 15th of February, when the debtor's solicitors, Messrs. Beyfus & Beyfus, gave the bank their own cheque for £300, and the bank consented to the petition being dismissed. It appeared from the evidence that on the previous day, the 14th of February, the debtor, who then owed Messrs. Beyfus & Beyfus £328, gave them a charge on certain property to secure the sum of £628, with the understanding that the additional sum of £300 so secured was to be used in settlement of the bank's petition. The debtor was subsequently adjudged bankrupt upon a petition presented within three months of the act of bankruptcy of which the bank had notice.

WRIGHT, J., dismissed the application, holding that the sum in question was not the property of the bankrupt, but had been advanced by the solicitors out of moneys of their own impressed with a trust to discharge the debtor's indebtedness to the respondent bank, and that the case was distinguishable from *Re Snyder, Ex parte Fiskey* (8 Morr. 127).—COUNSEL, H. Reed, K.C., and Carrington; *Muir Mackenzie* and J. G. Joseph. SOLICITORS, King, Wigg, & Co.; Ernest Salaman, Fort, & Co., for Alfred Green, Birmingham.

[Reported by P. M. FRANKS, Esq., Barrister-at-Law.]

LAW SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on the 14th inst., Sir George H. Lewis in the chair. The other directors present being Messrs. Grantham R. Dodd, Walter Dowson, Samuel Harris (Leicester), Augustus Helder, M.P. (Whitehaven), Richard Pennington, J.P., R. S. Taylor, and J. T. Scott (secretary).

A sum of £375 was distributed in grants of relief, and other general business transacted.

LAW STUDENTS' JOURNAL.

THE INCORPORATED LAW SOCIETY.

HONOURS EXAMINATION.—APRIL, 1902.

At the examination for honours of candidates for admission on the roll of solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to honorary distinction:

FIRST CLASS.

[In order of Merit]

ARTHUR FRANK CLARK, who served his clerkship with Mr. E. B. Ormond, of the firm of Messrs. E. & E. B. Ormond, of Wantage; and Messrs. Meredith, Roberts, & Mills, of London.

SECOND CLASS.

[In Alphabetical Order.]

William Howes Percival, who served his clerkship with Mr. Thomas Miers Percival, of the firm of Messrs. Howes, Percival, & Ellen, of Worcester; and Mr. John Andrew Percival, of the firm of Messrs. Percival & Son, of Peterborough.

William Henry Vickress, who served his clerkship with Mr. Hinton James Bailey, of London.

THIRD CLASS.

[In Alphabetical Order.]

Nigel Edward Carey, who served his clerkship with Mr. Richard Cattaraugus, of London.

Frank Ernest Goodchild, who served his clerkship with Mr. George Christopher Davies, of Norwich.

William Herbert Langdon, who served his clerkship with Mr. A. E. Young, of Hastings.

Peregrine North, who served his clerkship with Mr. William Tomlinson Page, jun., of the firm of Messrs. Page & Porter, of Lincoln; and Messrs. Page & Scorer, of London.

Frank Patteson, who served his clerkship with Mr. Frederick Broadsmith, of the firm of Messrs. Broadsmith & Stead, of Manchester; and Mr. C. P. Fielder, of the firm of Messrs. Fielder & Le Riche, of London.

Herbert Vincent, who served his clerkship with Mr. Ralph Vincent, of the firm of Messrs. Vincent & Vincent, of London.

Robert John Willatt, who served his clerkship with Mr. John Marriott, of the firm of Messrs. Acton & Marriott, of Nottingham.

The Council of the Incorporated Law Society have accordingly given class certificates and awarded the following prizes of books:

To Mr. Clark—Prize of the Honourable Society of Clement's-inn—value about £10; the Daniel Reardon Prize—value about 20 guineas; and the John Mackrell prize—value about £12.

The Council have given class certificates to the candidates in the second and third classes.

Thirty-eight candidates gave notice for the examination.

The Court of Claims held its final sitting on Wednesday, and was declared to be dissolved.

LEGAL NEWS.

OBITUARY.

The death is announced of Mr. CHARLES TURNER SIMPSON, barrister-at-law, on the 10th inst., in his eighty-third year. Mr. Simpson was the son of Mr. Charles Simpson, of Ochester. He was educated at St. John's College, Cambridge, where he had a brilliant career, being second wrangler in the year 1842, when Mr. Cayley was senior wrangler. He was subsequently elected a Fellow of his college and was called to the bar in 1846. He gradually acquired an extensive court and conveyancing practice, although his somewhat hesitating utterance interfered with his success as an advocate. As a draftsman, however, in his best days, he was excelled by few practitioners, and his knowledge of law was singularly wide and accurate. For many years he was a martyr to a troublesome ailment, which we have heard that he succeeded in curing by the assiduous practice of cycling. He was many years ago elected a Bencher of Lincoln's-inn. He married, as his second wife, the only daughter of late Mr. Nassau William Senior.

Mr. THOMAS D. MUNN, barrister-at-law, died suddenly after an illness of only four days from pneumonia, at his residence, Holly Cottage, Sunbury-on-Thames, on the 10th inst., at the age of thirty-nine years. He was the second son of Mr. Arnold Summers Munn, of the firm of Munns & Longden, solicitors, of 8, Old Jewry, was educated at Emanuel College, Cambridge, and was called to the bar in 1887.

APPOINTMENT.

Mr. WILLIAM HASELDINE JONES, solicitor, of 19, Spital-square, E., who was admitted in March, 1896, has been appointed a Commissioner for Oaths.

CHANGES IN PARTNERSHIPS.

DISSOLUTION.

OSWALD BIRD, LAMING WORTHINGTON EVANS, ARTHUR BERNARD LEWIN HILL, ARTHUR WILLIAM HASTINGS DAUNEY, solicitors (Worthington Evans, Bird, Hill, & Co.), 27, Nicholas-lane, London. March 31. So far as concerns the said Arthur Bernard Lewin Hill. The said Oswald Bird, Laming Worthington Evans, and Arthur William Hastings DauneY will continue the said business under the same style or firm.

[Gazette, May 13.]

GENERAL.

It is stated that Lord Grimthorpe on Monday attained the age of eighty-six years. He is senior King's Counsel and senior Bencher of Lincoln's-inn.

Mr. Justice Walton will be the guest of the evening at the next dinner of the General Council of the Bar, which will take place at the Grand Hotel, Charing-cross, on Tuesday, the 27th inst.

The judges (Grantham and Bruce, JJ.) have fixed the following commission days for the summer sittings on the North-Eastern Circuit—viz.: Newcastle, Thursday, July 3; Durham, Thursday, July 10; York, Saturday, July 19; Leeds, Friday, July 25. Both civil and criminal business will be taken at all the places.

Professor John Macdonell, M.A., LL.D., C.B. (Quain Professor of Comparative Law), will deliver two public lectures at University College, London, on Tuesdays, 20th and 27th May, at 5 p.m., on "The Legal Forms of Marriage and Married Women's Property." The lectures are open to the public without fee and without ticket.

The Lord Chief Justice and Mr. Justice Wills have fixed the following commission days for the summer sittings on the Northern Circuit:—Carlisle, Saturday, June 28; Appleby, Thursday, July 3; Lancaster, Saturday, July 5; Manchester, Thursday, July 10; Liverpool, Friday, July 25. Mr. Justice Wills will not join the circuit until Manchester is reached.

The judges (Wright and Walton, JJ.) have fixed the following commission days for the summer sittings on the Oxford Circuit—viz.: Reading, Saturday, June 14; Oxford, Wednesday, June 18; Worcester, Saturday, June 21; Gloucester, Saturday, June 28; Monmouth, Saturday, July 5; Hereford, Thursday, July 10; Shrewsbury, Monday, July 14; Stafford, Saturday, July 19; Birmingham, Thursday, July 24. Mr. Justice Walton will not join the circuit until Stafford is reached, and at the conclusion of business there Mr. Justice Wright will return to London, while Mr. Justice Walton will go on to Birmingham to join Mr. Justice Channell.

The following gentlemen have been elected members of the General Council of the Bar: Lord Robert Cecil, K.C., the Hon. E. C. Macnaghten, K.C., the Hon. Alfred Lyttelton, K.C., the Hon. Frank Russell, the Hon. R. W. Coventry, Messrs. E. M. Warrington, K.C., E. T. Atkinson, K.C., H. F. Dickens, K.C., Vernon R. Smith, K.C., H. Yorke Stanger, K.C., W. F. K. Taylor, K.C., W. English Harrison, K.C., J. Scott Fox, K.C., Stanley O. Buckmaster, K.C., O. Leigh Clare, M.P., George Henderson, F. R. Yonge, Radcliffe Boydell Hoagton, R. B. D. Acland, T. F. Hobson, James E. H. Benn, Frank Bodilly, E. Percival Clarke, and Peter Grain.

The following commission days have been fixed for the summer sittings on the undermentioned circuits—viz.: South Wales Circuit—(Ridley, J.) Haverfordwest, Friday, May 30; Lampeter, Monday, June 2; Carmarthen,

Wednesday, June 4; Brecon, Monday, June 9; Presteign, Thursday, June 12. North Wales Circuit—(Jelf, J.) Newtown, Wednesday, May 28; Dolgelly, Friday, May 30; Carnarvon, Tuesday, June 3; Beaumaris, Saturday, June 7; Ruthin, Wednesday, June 11; Mold, Saturday, June 14. At the conclusion of the business at Presteign and Mold respectively, the two judges will return to London. They will go back to Chester and Swansea together, the commission days being Saturday, July 19, and Saturday, July 26, respectively.

The Lord Chancellor has allotted about 180 seats at the Royal Courts of Justice to members of the bar to view the Coronation procession on the 27th of June, and the General Council of the Bar has been requested, and has undertaken, to distribute them by ballot. The ballot will be confined to barristers with addresses in the Law List for 1902. The tickets will be one guinea each, and will be single, and not transferable nor available for ladies. Application for tickets must be made in writing so as to reach the secretary on or before Saturday, the 31st inst. A list of the successful applicants will be posted at the offices of the council on Wednesday, the 4th of June. The tickets will be obtainable from the secretary on application at the offices of the council, 2, Hare-court, Temple, on and after Tuesday, the 17th of June.

The *South African Law Journal* says of Sir James Rose-Innes, who has been appointed Chief Justice of the Transvaal, "The legal profession in the Cape Colony will regret Sir James' departure for the Transvaal. If he has to change the bar for the bench they would prefer that the change should take place in, and for the benefit of, the Cape. In Parliament as well as at the bar the Cape can ill-afford to lose him. As Chief Justice of the Transvaal he will be most welcome to the inhabitants of that new colony, and to none more so than to the legal profession there. His name and fame are towers of strength, and guarantee that he will worthily and impartially occupy and discharge the functions of that high office with dignity and honour, with credit to himself and with great benefit to his adopted country."

On the 8th inst., in the House of Commons, in reply to Captain Clive, the Attorney-General said: It is the fact that there is not sufficient accommodation in the Royal Courts of Justice for the judges of the High Court from the present time until the end of the sittings. The Lord Chief Justice has had to apply to the benchers for the use of the old hall at Lincoln's-inn for Mr. Justice Grantham, and Mr. Justice Swinfen Eady is sitting in a room wholly unfitted for the purposes of a court. In the event, as is possible, of one of the three judges now on circuit returning to town before the 16th, there will be absolutely no court in which he can be accommodated. This inconvenience is certain to occur under present arrangements from time to time during other periods of the legal year. Four or five more courts will be required for the accommodation of the judges, unless the existing arrangement of circuits can be entirely remodelled so as to ensure greater uniformity in the number of judges in town, which in my opinion is very desirable. Mr. James Lowther asked if it was proposed to make any structural arrangements. The Attorney-General said: Two remedies are possible. One is an addition to the Law Courts, and the other is a rearrangement of the circuits. I, personally, should prefer the second.

In a recent case in Mississippi (*Mobile, &c., R. Co. v. Davis*, 30 South Rep. 820), says the *American Law Review*, the plaintiff's dog strayed away from home, and was upon the railroad track in an open prairie country, about three-quarters of a mile from the nearest station, when it was run over and killed by a locomotive hauling a freight train. The engineer testified that, after leaving the station he had to go up grade and was engaged in looking after his lubricators and other machinery, and did not see the dog on the track; and that at the same time the fireman was attending to his fires. There were two eye-witnesses to the killing. One testified that the dog ran along the track in front of the engine for five hundred yards, while the other put the distance at about one hundred and fifty yards. There was no dispute, however, that the dog could have got off the track at any moment. The court, speaking through Mr. Justice Calhoun, said: "We cannot hold a railway company liable for running over a stray dog under the facts in this record. This is the most intelligent of the inferior animals—alert, agile, quick—and might well be supposed to avoid such danger, which cannot be said of horses, mules, horned cattle, or hogs. Besides, there can be no presumption of value as in the case of other classes of animals. The overwhelming majority of dogs have no pecuniary or market value and especially in this time of wandering stray dogs, and we cannot take the view that they should be permitted to delay movements along the arteries of commerce."

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

May 22—Messrs STIMSON & SON, at the Mart, at 2:—Freehold and Leasehold Grounds at Kentish Town, Walsworth Green, Wandsworth-road, Brixton, and Notting Hill (see particulars). Solicitors, Messrs. Wakeford & Co., Messrs Fleming & Whitwell, and Messrs. Roy & Cartwright, London. (See advertisements, this week, p. 2.)

May 23—Messrs. ELLIS & SON, at the Mart, at 2:—Mercantile Premises, No. 7, Fenchurch-avenue, consisting of a handsome modern building; let at £1,083 per annum; 26½ years unexpired; ground-rent £590. Solicitors, Messrs. Hollams, Sons, Coward, & Hawley, London. —Eugene Green, close to Windsor Great Park and Virginia Water; a charming Freehold Cottage Residence, with stabling and 1½ acres of well-wooded grounds, about 1½ miles from Egham Station. Solicitors, Messrs. Druce & Attles, London. —Canning Town: Block of long Leasehold and part Freehold Shop and Factory Premises, with Dwelling-house, covering a ground area of about 4,000 square feet, in Victoria Dock-road and Burnham-street. Solicitors, Messrs. Hollams, Sons, Coward, & Hawley, London. (See advertisements, this week, back page.)

RESULT OF SALE.

REVERSIONS, LIFE POLICIES, AND GAS SHARES.

Messrs. H. E. FOSTER & CRAWFORD held their usual Fortnightly Sale (No. 715) of the above at the Mart, E.C., on Thursday last, when the following interests changed hands at the prices named:—

REVERSIONS:

To about £5,610; life 56	Sold	2,880 0
Absolute to One-seventh of Properties at Cork	"	105 0
LIFE POLICY for £2,000; life 57	"	1,210 0
SHARES, 20 £5 fully-paid in Brentwood Gas, Coke, and Light Co. (Limited)	"	148 10

WINDING UP NOTICES.

London Gazette.—FRIDAY, MAY 9.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRIGHTON, WORTHING, AND SOUTH COAST STEAMBOAT CO., LIMITED—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Messrs Bruce Morrison, Arnold Chipperfield, and Richard Frith Beard, care of Messrs T P Harker & Son, 69, Ship st, Brighton.

INTERFUSED GAS LIGHT CO., LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before June 1, to send their names and addresses, and the particulars of their debts or claims, to Junius L Cope, 3, Wilson st, Drury lane.

JOHNSTON FOREIGN PATENTS CO., LIMITED—Peta for winding up, presented May 6, directed to be heard on May 23. Crusemann & Rouse, Gracechurch st, solers for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 27.

W WILLIAMSON & CO., LIMITED (IN LIQUIDATION)—Creditors are required, on or before June 15, to send their names and addresses, and the particulars of their debts or claims, to T Rawlins, 45, King William st.

London Gazette.—TUESDAY, MAY 13.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BANKS BURN CO. (1900), LIMITED—Creditors are required, on or before June 6, to send their names and addresses, and particulars of their debts or claims, to George William Yeldham, 5, Fernepark rd, Stroud Green, N. Marshall, St Martin's ln, soler.

BIRD'S SOAP CO., LIMITED—Creditors are required, on or before June 25, to send their names and addresses, together with full particulars of their debts or claims, to Mr. Frederick Graham Bird, St Elmo, Badyr, Glam. Maclean, Cardiff, soler to liquidator.

DEVON GAWTON CO., LIMITED—Creditors are required, on or before June 30, to send their names and addresses, and particulars of their debts or claims, to Mr Peter Watson, 2 and 3, West st, Finsbury circus. Greenip & Co, George st, Mansion House, solers for the liquidator.

HARNER & HAYLEY, LIMITED—Peta for winding up, presented May 8, directed to be heard May 23. Claremont & Haynes, 4, Bloomsbury sq, solers for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 27.

LEHNER ARTIFICIAL SILK CO., LIMITED—Creditors are required, on or before June 9, to send their names and addresses, and the particulars of their debts or claims, to William Martello Gray, District Bank chmbrs, Bradford. Gordon & Co, solers for the liquidator.

NEW MOUNT SHAMROCK MINE, LIMITED—Creditors are required, on or before July 1, to send their names and addresses, and the particulars of their debts or claims, to Arthur Kiff, Dashedwood House, New Broad st. Landon, New Broad st, soler for the liquidator.

PERRY GARDNER & CO., LIMITED—Peta for winding up, presented May 9, directed to be heard May 23. Chester & Co, Bedford row, agents for Crofton & Co, Manchester, solers for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 27.

PROGRESSIVE BOOT CO., LIMITED—Creditors are required, on or before June 24, to send their names and addresses, and particulars of their debts or claims, to Frank Harry Spencer, 2, Newark st, Leicester.

VENTURUS FOREIGN PRODUCE CO., LIMITED—Creditors are required, on or before June 10, to send their names and addresses, and the particulars of their debts or claims, to Thomas Fawley Judge, Parliament chmbrs, Quay st, Hull. Walker & Colbeck, Hull, solers to liquidator.

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house, even for a short occupation, it is advisable to have the Drains and Sanitary Arrangements independently Tested and Reported upon. For terms apply to The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Established 27 years. Telegrams: Sanitation, London. Telephone: 316 Westminster.—[ADVT.]

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, MAY 2.

BRIGGS, RICHARD, Prestwich, Lancaster, Boot Dealer May 31 Briggs v Harris, Registrar, Manchester. Bradbury, Bransbourne st, Manchester.

DUNN, JAMES, Balitah villas, Barnsby, Gent May 30 Maley v Dunn, Kakewich, J White, Chancery ln.

TURNER, GEORGE, Berwick upon Tweed, Newspaper Proprietor June 6 Johnston v Turner, Swinfen Eady, J Smith, Berwick upon Tweed.

London Gazette.—TUESDAY, MAY 6.

ATKINSON, JONAS, Stackhouse, Giggleswick, York, Gent June 4 Procter v Atkinson, Kakewich, J. Vant Settle.

GREY, JAMES, Weston, Longville, Norfolk, Grocer June 14 Lambert v Grey, Joyce, J Backham, Norwich.

London Gazette.—FRIDAY, MAY 9.

O'GORMAN, JOHN, Roath Dock, St Mary, Cardiff June 14 Attorney-General v Treasury Solicitor, Farwell, J Solicitor to the Treasury (Law Courts Branch), 216, Royal Courts of Justice, Strand.

WHITBRIDE, WILLIAM, Preston, Lancs, Licensed Victualler June 7 Wilkinson v Simpson, Registrar, Preston. Johnson, Fox st, Preston.

London Gazette.—TUESDAY, MAY 13.

SKINNER, WILLIAM EDWARD, 86 Leonard's on Sea, Gent June 14 Cooper v Skinner, Swinfen Eady, J Speat, 32, Old Jewry.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, April 29.

ACKROYD, ARTHUR, Leeds, Painter May 24 Fillingham, Leeds
 BARBER, THOMAS, Withington, Manchester May 31 Heywood & Co, Manchester
 BIRD, FREDERICK LLEWELLYN, Eastbourne May 31 Child & Child, Sloane st
 COATS, JOHN, Westdown, Devon May 30 Rowe, Ilfracombe
 CORRIE, RICHARD BUSELL, Teignmouth, Devon May 31 Tozer & Co, Teignmouth
 CRATER, JOHN, Sunderland June 25 Simpson & Simpson, Leeds
 DAVIDSON, JAMES, Sheffield, Scale Maker May 31 Webster & Styling, Sheffield
 DEARY, JAMES KIRBY, St Jude, Plymouth May 28 Hubbard & Shepard, Chancery in
 FINE, FREDERICK, Elham, Kent June 18 Wrightwick & Kingsford, Canterbury
 FINE, SAMUEL ARTHUR BROMBERG, Pembroke Dock, Licensed Victualler May 30 Evans
 & Williams, Haverfordwest
 GIBSON, ARTHUR EDWARD, Southsea, Schoolmaster May 26 Addison & Son, Portsmouth
 GILES, RICHARD GEORGE, West Tytherley, Southampton, Harness Maker June 4
 Footner & Son, Romsey, Hants
 GREE, GEORGE WALTER, Eye, Suffolk, Timber Merchant May 19 Camon, Qorn, nr
 Loughborough
 GUYEN, EDMUND, Hampstead June 7 Lettice & Hart, Camomile st chmbrs, Camomile st
 HARVEY, EDMUND, Falmouth May 30 Smith, Fenchurch bldgs
 HAY, WILLIAM, Kingston upon Hull June 9 Holden & Co, Hull
 HENNES, NORRISON LEVITT, Skidby, Yorks, Farmer June 10 Buckton, Hull
 HILL, BENJAMIN GILBERT, Electro Plater May 8 Shakespeare & Co, Birmingham
 HODG, HENRY SCHUBACH, Ventrish, I of W May 31 Darley & Cumberland, John st,
 Bedford row
 HURWOOD, ALICE, Radcliffe, Lancs, Hatter June 14 Horrocks, Radcliffe
 JONES, JOSEPH, Gt Lever, nr Bolton, Chemist June 2 Ritson, Bolton
 KETH, WILLIAM, jun, Camden rd, Laundry Proprietor May 30 Keith, Mile End rd
 KISH, SAMUEL JOHN, Horley, Surrey Farmer June 7 Wells & Sons, Falmouth row
 KAT, MARIE WILHELMINE, Berlin, Prussia May 22 Plunkett & Leader, St Paul's
 churchyard
 LEARD, SIR CHARLES, Ganton, Yorks June 15 Cowling & Swift, York
 LEGGATT, RICHARD SHOOTLEDGE, West Folkestone, Surgeon May 31 Emerson & Co,
 Deal
 LOWDEN, ARTHUR EDMUND, Aldershot June 2 Webb-Ware, Southampton st, Strand
 MCLELLAND, SAMUEL, Bally Oak, Worcester, Clerk June 4 Evershed, Birmingham
 MARSH, CHARLES EDWARD, Bristol, Accountant May 25 Furham & Son, Bristol
 MERRILL, THOMAS, Weston super Mare May 31 Smith & Son, Weston super Mare
 MIDDLETON, MATTHEW, Woodhead, nr Brinkburn, Northumberland, Farmer May 12
 Middlemas, Alwicks, Northumberland
 PERCY, ELISHA, Hadley Wood, Barnet May 31 Pechey & Spanton, Hadley Wood
 PIERSON, SIR PERCIVAL CHARLES, KOB, Plymouth May 25 Shalley & Johns, Plymouth
 RAYNESHAU, ELIZA, Norwich May 30 Smith, Fenchurch bldgs
 RATHER, ISABELLA, Boodle May 10 Evans & Co, Liverpool
 RUSSELL, CONSTANCE, Shanghai, China Aug 1 Ames, Gt Marlborough st
 RYMER, EMMA, Woolwich, Licensed Victualler June 30 Whale, Cannon st
 SUTTE, LOU CHARLOTTE, Little Houghton, Northampton May 27 H J & O Markham,
 Northampton
 SPEER, THOMAS, Leeds June 7 Nelson & Co, Leeds
 SUMMERS, SAMUEL, and SARAH SUMMERS, Leamington Spa May 26 Chadwick & Son,
 Warwick
 TATE, ELLEN GEORGIANA, Bath May 29 Osborne & Co, Bristol
 TATE, JOHN SMITH, Birkenhead, Cheabrie June 14 Reinhardt, Birkenhead
 TATEMALL, ALICE, Accrington June 9 Slinger, Accrington
 TAYLOR, WILLIAM, Newcastle upon Tyne May 26 Maughan & Hall, Newcastle upon
 Tyne
 TUCKER, MARY, Aston May 28 Foy & Co, New Cross rd
 WALKER, WILLIAM THOMAS, Handsworth June 24 Hooper & Co, Birmingham
 WILLIAMS, JAMES, Deptford, Newsgate May 28 Foy & Co, New Cross rd
 YEO, ELIZA, Torquay May 26 Kilmoss & Co, Torquay

London Gazette.—FRIDAY, May 2.

ALLEN, ALFRED JAMES, Newgate st, Chemical Merchant June 1 Maitlands & Co, Knight-
 rider st, Doctors' Commons
 BARLOW, CHARLES HOWELL, Wimborne Minster, Dorset May 21 Luff & Raymond,
 Wimborne Minster
 BARLOW, MARGARET, Whitchurch, Shropshire June 1 Robes & Lea, Whitchurch
 BLAKE, GEORGE, Highgate, Licensed Victualler June 5 Board & Sons, Basinghall st
 BOLTON, GEORGE, Ashton under Lyne June 11 Ellison, Ashton under Lyne
 BOWTHORN, GEORGE, West Hampstead June 14 Potter & Co, Chapsale
 BRED, ELIZABETH, Lyswham June 14 Spencer & Arnold, G. Greenwich
 GALE, JAMES, Sale, Chester June 2 Crofton & Co, Manchester
 GATES, JOHN, Minworth Greaves, Warwick May 31 Colmore & Monckton, Bir-
 mingham
 GRAYNE, HARRIET, Croft, Yorks June 5 Reid, Gt St Helen's
 GREGORY, HARRY WALTER, Cadogan sq May 25 Leeman & Co, York
 GUY, THOMAS SUNDY, R. A., Bayswater May 24 Moore, Canterbury
 GUY, ALFRED HOWARD, Birkenhead June 1 Oliver & Co, Liverpool
 DANESHIRE, ROBERT SEPTIMUS, Birkenhead June 16 Cummins, Liverpool
 DAVIS, EDWARD, Easttown, Lancs, Builder May 31 Widdows & Banks, Leigh
 DAWSON, CHARLES ALFRED, Newcastle upon Tyne May 31 Burch, Spring gds
 DEY, ALFRED, Sutton June 7 Lusk & Co, Chapsale
 DIBBES, JANE, Whitworth, nr Rochdale June 18 Wood, Facit, nr Rochdale
 GIBBON, LUCIA GERTRUDE ANNA, Upper Clapton June 1 Lawrence & Co, New sq,
 Lincoln's Inn
 GIBBY, HERBERT, Canosbury ln, Islington May 31 Myer, London Wall
 GIBBY, EDMUND NICOLAUS, Bowdon, Chester, Merchant May 31 Addleshaw & Co,
 Manchester
 GICK, WILLIAM CROOK, Leckhampton, Glos, Veterinary Surgeon May 31 Steel,
 Cheltenham
 HILL, ANN MARIA, Edgbaston, Birmingham June 16 Piment & Co, Birmingham
 HOLMES, JOHN, Higginson St Leigh, Lancs May 29 Widdows & Banks, Leigh
 HOLMSTED, RICHARD ELLIS, Douglas, Isle of Man June 10 Rowley & Co, Manchester
 HOWELL, SAMUEL, Blackney June 10 Sweetman & Stone, Gt St Helen's
 HOWARD, JOHN BRYDALE, June 10 Mawley & Hadfield, Southport
 RICHARD, STEPHEN, St Leonard's on Sea, Hotel Proprietor May 26 Brennan & Brennan,
 Maidstone
 HUMPHRIES, JOHN, Kidderminster June 9 Talbot, Kidderminster
 JENKINS, ANN, Goutrey, Mon July 2 Bythway & Son, Postypool
 JONES, RICHARD POPE, Henley on Thames May 24 Mercer & Baker, Henley on Thames
 JONES, DAVID, Llanf-ir-tydoga, Cardigan, Farmer June 30 Lloyd, Lampeter
 MURCELL, CATHARINE, Henley on Thames May 10 Mercer & Baker, Henley on Thames
 NELSON, ROBERT, Middlesbrough, Mechanic May 27 Walker, Middlesbrough
 ORRANT, RICHARD, Gloucester May 30 Langley-Smith, Gloucester
 PHELPS, ABRAHAM, Gt Russell st, Bloomsbury, Salesman June 5 Hezmas, Bart-
 holomew close
 PRITCHETT, JAMES JOSEPH, Brockley June 14 Tilling, Bishopsgate
 RANDEL, LOREN JACOB, Westbourne Park May 30 Dawes & Sons, Angel st, Throg-
 morton st
 ROSE, SIDNEY HAWKINS, Rotherhithe May 30 James & James, My pl, Holborn circus
 SMITH, OWEN, Redland, Bristol June 18 Gwynn & Co, Bristol
 SMITHSON, THOMAS, Canterbury, Shopkeeper June 30 Whichford, Canterbury
 STURTEVILLE, LUIS BRAYARDO, Montevideo, Uruguay, Banker June 10 Linslater & Co,
 Bond st, Walbrook
 THOMAS, GEORGE, Mosley, Worcester June 18 Piment & Co, Birmingham

TOTHAM, THOMAS, Halifax, Chemist June 10 Wilson, Miffield
 WARD, ELLER, Norton Heath, Manchester June 18 Ritson, Bolton
 WARD, THOMAS WILLIAM GUNNHO, Highbury June 30 James & Co, College hill
 WELLEY, OCTAVIUS JOHN, Newland, Northampton, Jeweller May 30 Darnell & Price,
 Northampton
 WELLS, ANNA FLORENCE, St Leonards on Sea June 1 Byre & Co, John st, Bedford row
 WEST, RICHARD AMBERG, Wroster Grange, nr Shrewsbury June 11 G E & O Wace,
 Shrewsbury
 WHITTELL, JOSEPH, Bolton, Pawnbroker June 2 Crompton, Bolton
 WHITTY, ANDREW, Rickenhead, Plasterer May 14 Bradley, Liverpool
 WRENS, MARY ANN, Kidlington, Oxford May 30 Taylor, Lincoln's inn fields

London Gazette.—TUESDAY, May 6.

ADAMS, THOMAS, Hastings, Tailor June 14 Morgan, Hastings
 BARTON, ELKANOR, Hulme, Manchester June 2 Weston & Co, Manchester
 BARTON, ROY JAMES, Shrewsbury June 10 Higson & Son, Manchester
 BELL, MATTHEW JOHN South Kensington June 1 Graham & Co, New sq, Lincoln's inn
 BESWICK, HANNAH, Oldham June 3 Chadwick, Oldham
 BOON, JAMES EDELEY, Stockport June 2 Weston & Co, Manchester
 BRIMLEY, MARY ANN, Rochdale June 7 Moleworth & White, Rochdale
 BROMLEY, JAMES, Turton, Lancs June 7 Russell & Russell, Bolton
 BULLOCK, THOMAS, Stoke upon Trent May 31 Cooper & Co, Newcastle
 CANHAM, JOSEPH, Hatfield, Herts, Farmer June 24 Sworer & Longmore, Hertford
 CAPTICK, ELIZABETH, Barry, Glam May 31 Hughes, Barry Dock
 CHAMBERS, ELLEN, Anson rd, Tufnell pk June 6 Poole & Robinson, Union st, Old
 Broad st
 CHAPPEL, ANN, Helston, Cornwall June 7 Tysack, Helston
 CHRISTY, ARTHUR, Bath July 1 Merriman & Co, King's Bench walk, Temple
 COOPER, Lieut Col the Right Hon EDWARD HENRY, Portman sq June 24 Frideaux &
 Sons, Goldsmith's hall
 DUBHAM, JOHN, Stokesley, Yorks, Carter May 30 Carrick, Stokesley
 EDWARDS, LYDIA MYRIE, Bath July 15 Simmons & Co, Bath
 EWING, ANNIE, Shepherd's Bush May 30 Hicks & Co, King st, Covent grdn
 FENNER, HENRY JAMES, Blackheath May 31 Fanner, Blackheath
 FOX, RACHEL MARY, Farnborough, Kent June 18 Gush & Co, Farnborough
 FARE, ROBERT, Mitley, Essex July 7 Free & Winckworth, New Broad st
 GANE, ELIZABETH SOPHIA, Froxtot rd, South Hampstead June 5 Snow & Co, Gt St
 Thomas Apostle, Queen st
 GENT, JOHN, Richmond, Surrey June 2 Burchell & Co, Victoria st, Westminster
 GOODCHILD, GEORGE JOSEPH, Battersea, Engineer June 11 Bell & Co, Lavender hill
 GRAY, AUGUSTA FRANCES ELIZABETH, Derby June 1 Shephards & Walters, Kensington
 HIND, MARIELLA ELSDEN, South pl, Lancaster June 10 Upton & Co, Austin Friars
 HINTON, THOMAS CHARLES, Gosforth, Northumberland, Estate Agent June 9 Bird,
 Newcastle on Tyne
 HODGSON, ELIZABETH, Harrogate June 1 Raworth, Harrogate
 HODGSON, JAMES, Wicker, Sheffield, Licensed Victualler June 8 Wilson, Sheffield
 JONES, EMMA, Farnworth, nr Bolton May 22 Monks & Co, Bolton
 JONES, CHARLES, Bear st, Leicester sq, Restaurant Keeper June 10 Freeman, Bedford
 row
 LAWRENCE, EDWARD, Blangarw, Glam, Colliery Proprietor July 1 Randall & Co,
 Bridgend, Glam
 MACKENZIE, OGBLIA MARY, Southsea June 14 Wright & Co, Leamington
 MANNING, THOMAS, and HARRIET MANNING, Rotherhithe June 9 Millar & Sons,
 Borough High st, Southwark
 MARSH, SARAH ROBERT, Malvern June 18 Nevinson & Barlow, Malvern
 MATSON, SARAH, Kingston upon Hull June 7 Townsend, Hull
 MILLS, MARIA HARDING, Tu-bridge Wells June 2 Fraser, Ashford, Kent
 MURRAY, PATIENCE, Whitley Bay, Northumberland June 9 Bird, Newcastle upon Tyne
 NOWELL, CHRISTOPHER, Bentham, Yorks June 1 Thompson & Co, Bentham
 PARKINSON, FREDERICK, Hither green, Lewisham June 5 Howard & Shelton, Moorgate
 PERROTT, RICHARD, Brixton hill June 30 Sworer & Longmore, Hertford
 PRATT, PETER, Hastings, Licensed Victualler June 1 Chalmers, Hastings
 PRATT, WILLIAM JOHN, Abercrom pl, St John's Wood June 10 Woodcock & Co,
 Bloomsbury sq
 REARDON, ELIAS, Kelvedon, Essex, Grocer June 2 Beaumont & Son, Coggeshall
 SENIOR, ANNIE HAMILTON, Bridlington June 1 Walker & Colbeck, Hull
 STOUT, HENRY, Tyldesley, Lancs, Licensed Victualler June 12 Marsh & Son, Leigh
 TAYLOR, ANN FISHER, Sunderland June 10 Service, Sunderland
 TAYLOR, WILLIAM TIMMOTHY, Sunderland, Shipbroker June 10 Service, Sunderland
 WALKER, HENRY, Sh-field, Brewer's Traveller June 24 Vickers & Co, Sheffield
 WHITE, ALFRED, Fordsdown rd, Maida Vale June 14 White & Co, Abchurch in
 WHITE, GEORGE THOMAS, Kenley, Surrey, Tea Broker June 5 Markby & Co, Coleman st

London Gazette.—FRIDAY, May 9.

ADAMS, SARAH, Ashby de la Zouch July 1 Fisher & Co, Ashby de la Zouch
 BALDWIN, WILLIAM, Halifax June 14 Marshall, Halifax
 BEAUMONT, ADA ROSE, Brighton July 31 Griffith & Co, Brighton
 BONNER, WILLIAM JAMES, Highbury New Park June 10 Ashurst & Co, Throgmorton av
 BROAD CHARLES HERBERT, Patsey, Iron Merchants' Manager June 6 Burton & Son,
 B'ckfriars rd
 BROOKMAN, TIMOTHY, Gt Queen st, Lincoln's inn fields, Fruit Salesman June 12 Lewis,
 South end, Gt St Helen's
 BRUSH, WILLIAM EDWIN JAMES, Birmingham, Lodging Houses Proprietor May 17 Mill-
 ward, Birmingham
 BURGESS, THOMAS WILLIAM, Gt Malvern, Fishmonger May 30 Whitley & Isaac, Gt
 Malvern
 CARBONNETT, MARY ROSAMOND, Melbourne, Australia July 3 Gill, Devonport
 CHAMBERS, JOHN EDMUND GRENTHAM, Fifehead, Oxford June 30 Shipton & Co, Chesterfield
 COLE, THOMAS JOHN, Frothingham June 24 Collyer & Co, Bedford row
 COLLINS, SUELLA, Hyde, Isle of Wight June 6 Vincent, Ryde
 CONDER, HENRY, St Pancras Aug 7 Goodacre & Co, Bush in
 CROMPTON, EDWIN, Ashton under Lyne, Sheet Metal Worker June 18 El n, Ashton
 under Lyne
 DAY, MARIA, High Holborn June 6 A F & R W Tweedie, Lincoln's inn fields
 DEAKIN, FREDERICK, Sh-field, Licensed Victualler June 10 Branson & Son, Sheffield
 DENNIS, WILLIAM, Bloomsbury, Coffee house Keeper June 30 Maskell & Co, John st,
 Bedford row
 DONOH, THOMAS, Middlesbrough, Furniture Dealer June 17 Borrie, Middlesbrough
 HANSHAW, ELIZABETH, Kenil Town June 21 Pilgrim & Phillips, Coleman st
 ELWELL, DR WILLIAM WESTON, Lawrence Asylum, Lovedale, Nigiria, Madras, India
 June 10 Keen & Co, Knightbridge
 FELL, BARIL HAIG, Kuala, nr Carlisle June 11 Fell, Shavington Grange, nr Marke
 Drayton
 FLOWER, HENRY, Crickwood, Publican June 2 Stephen & Slade, Bush in
 HARRIS, MOSES, Bloomsbury, Metal Merchant June 10 Voss, Bethnal Green rd
 HAYES, CLARA FRANCES, Beckenham June 12 Gordon, Golden sq, Regent st
 HAYES, ISAAC, Aston, Warwick June 9 Tyndall & Co, Birmingham
 HAYES, SARAH, West Derby, Liverpool June 12 Butler & Bird, Liverpool
 HILLARD, ROY JOHN EDWARD, Croyley June 9 Dale & Co, Croyley
 HODGES, WILLIAM THOMAS, Tottenham, Merchant Tailor June 20 Austin, Old Ser-
 jeant's inn, Chancery ln
 HODGETTS, JOHN, Blackheath, Staffs, Cattle Dealer May 31 Ward, Dockley
 HOLMES, JOHN, Bagthorpe, Notts, Licensed Victualler June 11 Acock, Mansfield
 HOLT, ELIZABETH MARY, Leyton, Essex June 16 Freeman, Chancery in
 HOOVER, FREDERICK WILLIAM, Wimbledon, Hairdresser May 31 Hubbard & Co,
 Cannon st
 HOUGHTON, ABRAHAM, Lower Kennington ln June 24 Grenside, Great George st, West-
 minster

KERN, JULIA, Croydon June 8 Smythe & Brettell, Basinghall st
KING, WILLIAM, Chiswick June 10 Turner, Fore st
LIVER, ELIZABETH JANE, Ayrerby June 9 Danmet & Son, Graham st
LING, FREDERICK, Blaxhall, Suffolk, Farmer July 1 Cross & Co, Halesworth
Ogo, Sir WILLIAM ANDERSON, Dulwich July 1 McDiarmid & Hill, Newman's ct, Cornhill
ORNBOD, BETSY, Atherton, Lancs June 3 Marsh & Co, Leigh
MATTHEWS, THOMAS, Newport 1 of W, Postings Master June 21 Bailey, jun, Newport
NICHOLL, FREDERICK, North Norwood June 24 Rowland & Hutchinson, Croydon
NICHOLS, ADOLPHUS FREDERICK, Barabury June 17 Nels & Co, Watling st
PENT, THOMAS, Burrough, Lancs June 19 Freeman, Ormskirk
PENTON, ROBERT HENRY, Leyton May 31 Gibbs & Co, Eastcheap
REES, JANE, Aberystwyth June 21 Hughes & Hughes, Aberystwyth
ROBERTS, ELIZABETH, Southport May 17 Buck & Co, Southport
ROBERTS, RICHARD, Southport, Merchant June 9 Lacey & Co, Liverpool
ROWLANDS, ELIZABETH, Cressingham, Mon June 10 Edwards, Newport, Mon
SHORT, FREDERICK, Osbornby, Lincs June 5 Starton, Holbeach
SIDDELL, WILLIAM ELLIOTT, Perth, FARMER May 31 Scott & Allan, Perth
SLATER, CHARLES, Huddersfield, Mechanic May 30 Wilmbust & Stones, Huddersfield
SPEAKMAN, THOMAS, Faulkbourne, Essex, FARMER June 13 Stevens & Co, Witham, Essex
TAYLOR, PHILIP WILLIAMS, Merryfield Stoke Lacy, Hereford May 30 Allen, Bromyard
TOMPKINS, THOMAS, Hagley, Worcester May 16 Hinde, Stourbridge
TOTTELL, RICHARD, Brighton June 12 Gordon, Golden sq, Regent st
TURNBULL, WILLIAM, Morpeth, Northumberland, Farm Labourer June 2 Brett, Morpeth
TURNBULL, JOHN, Morpeth, Grocer's Assistant June 2 Brett, Morpeth
TWARD, WALTER, Epping, Bank Manager June 19 Trotter, Epping
WABREY, HENRY, Southampton, Painter June 7 Fowler, Southampton
WHINIA, ELIZABETH, Berwick upon Tweed June 3 Sanders & Weatherhead, Berwick upon Tweed
WHITE, FRANCIS SYMONS, Westgate ter, Redcliffe sq June 21 Matthews, Portsmouth
WICKHAM, RAY CHARLES, Compton, nr Winchester July 1 Warner & Kirby, Winchester
WILLIAMS EMILY, Harrington gds, South Kensington June 5 ROBERT BUCKLERBURY
WILLIAMSON, EDWIN, Birmingham, Derby June 12 Williams, Old Whittington, Derby
WOODBURN, GEORGE BURGESS LANCASTER, Burton upon Uwell, nr Manchester, Barrister at Law June 10 Higson & Son, Manchester

London Gazette.—TUESDAY, May 13.

BASTMAN, JAMES, Scarborough, Butler June 14 W & S Drawbridge, Scarborough
BOORE, WILLIAM, Weybridge, Silversmith June 18 Wright & Co, Lincoln's inn fields
BROWLEY, EDWARD, Bedford row, Solicitor June 24 Collyer-Bristow & Co, Bedford row
BURKE, MARY ANN, Richmond June 16 Smith & Burrell, Richmond
CLARK, HENRIETTA, Brighton June 24 Mogridge, John st, Bedford row
COX, ROY SIR GEORGE WILLIAM, Deal June 10 Wool & Co, Raymond bldg, Gray's inn

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, May 9.

RECEIVING ORDERS.

BARNETT, HERBERT, Banstead, Surrey High Court Pet May 5 Ord May 5
BOOKER, JAMES, Barnsley, Cab Proprietor Barnsley Pet May 6 Ord May 6
BORLAND, JAMES DAGGOTT, Weaverham, nr Northwich, Grocer Crews Pet May 7 Ord May 7
BURBONS, HENRY WILLIAM, Thame, Oxford, Tobaccoist Aylesbury Pet May 6 Ord May 6
CORNWELL, CHARLES MARK, Oxford, Blacksmith Croydon Pet April 16 Ord May 6
COTTEILL, MARTHA, and JOHN OMEROD COTTEILL, Bolton, Machinists Bolton Pet May 6 Ord May 7
COTTEILL, MARTHA, Sharples, nr Bolton Bolton Pet April 23 Ord May 7 Note—The Court has ordered that all proceedings in this matter be consolidated with the above matter of Martha Cotteill and John Omerod Cotteill
COX, HENRY, Sutton, Surrey, Seaman Croydon Pet April 2 Ord April 29
CRITCHER, WILLIAM HENRY, Enfield Highway, Builder Edmonton Pet May 3 Ord May 3
DAVIS, JOHN BENJAMIN, Bristol, Builder Bristol Pet May 6 Ord May 6
DRINKWATER, DANIEL, Leicester, Boot Factor Leicester Pet May 5 Ord May 5
EDWARDS, CHARLES EDWIN, Leicester sq, Music Hall Artists High Court Pet May 5 Ord May 5
FOOTITT, BENJAMIN, Lincoln, Builder Lincoln Pet May 6 Ord May 6
GEAR, CHARLES RICHARD, Redhill, Commercial Traveller Croydon Pet April 10 Ord April 29
GROVES, EDWARD JOHN, Bodminster, Bristol, Builder Bristol Pet May 6 Ord May 6
GUEST, HARRY BEAUCHAMP, Shrewsbury, Architect Gloucester Pet May 6 Ord May 6
HARDMAN, EDWARD, Bradford, Maker up Bradford Pet May 7 Ord May 7
HARRISWORTH, WALTER JAMES, Bedford, Cabinet Maker Bedford Pet April 15 Ord May 7
HUCKSTEPP, ALFRED LOUIS, Rochester, Labourer Rochester Pet May 3 Ord May 3
KRAFT, JOSEPH, Strickland hill High Court Pet April 21 Ord May 7
MADDEN, JAMES, Leeds, Cabinet Maker Leeds Pet May 6 Ord May 6
MATTHEWS, CHARLES, Northwich, Saddler Crews Pet May 6 Ord May 6
MEAKES, THOMAS, Bolsover, Derby, Contractor Chesterfield Pet April 12 Ord May 2
MERRY, EDWARD BERNARD DUCKWORTH, West Kilburn, Clerk High Court Pet May 6 Ord May 6
MOORE, RAUNST, Shrewsbury, Provision Merchant High Court Pet April 14 Ord May 7
PARFALL, A H, Victoria st, Westminster High Court Pet March 11 Ord May 7
PARFALL, LAURA LOUISA, Cardiff, Dressmaker Cardiff Pet May 2 Ord May 2
POGSON, H M, Fulham Park rd High Court Pet April 23 Ord May 7
POTTER, EDWIN, Bradford, Butcher Bradford Pet May 6 Ord May 6

QUINN, THOMAS JOSEPH, Liverpool, Window Blind Maker Liverpool Pet May 5 Ord May 5
RAMSON, FLORA SIDNEY, Birmingham, Tobaccoist Birmingham Pet May 6 Ord May 6
RICHARDS, WILLIAM THOMAS, Hammersmith, Licensed Victualler High Court Pet April 8 Ord May 7
ROBERTS, J C, Thornton Heath, Builder Croydon Pet March 17 Ord May 6
SCARBOTT, SYDNEY ELPHINSTONE, Portsmouth Portsmouth Pet May 3 Ord May 3
SHEVILL, WILLIAM, Leeds, Slater Leeds Pet May 6 Ord May 6
SMITH, JOHN, Burnley Burnley Pet May 6 Ord May 6
STEWART, FREDERICK CHARLES, Malton, Yorks, Plumber Scarborough Pet May 6 Ord May 6
STURLEY, J H, Putney Wandsworth Pet April 14 Ord May 6
SUDDARY, JAMES PARROTT, Kingston upon Hull, Butcher Kingston upon Hull Pet May 6 Ord May 6
THOMPSON, GEORGE, Cardiff, Iron Founder Cardiff Pet May 6 Ord May 6
TOMMY, JONATHAN, Wem, Builder Shrewsbury Pet May 7 Ord May 7
TURNER, COOPER, Sheffield, Grocer Sheffield Pet May 7 Ord May 7
WALSH FREDERICK, Mixenden, nr Halifax, Engineer Halifax Pet April 10 Ord May 5
WATKINS, WILLIAM, Bradford, Merchant Bradford Pet May 6 Ord May 6
WYATT, THOMAS HENRY, and THOMAS HOUDEN, Upper Sydenham, Grocers High Court Pet May 6 Ord May 6

FIRST MEETINGS.

BARNETT, HERBERT, Banstead, Surrey May 21 at 2 30 Bankruptcy bldg, Carey st
BARTON, FRANCIS HENRY, Tottenham, Laundry Manager May 16 at 11 30 Off Rec, 95, Temple chmbrs, Temple av
BRUNENFELD, ABRAHAM, Leigh, Lancs, Draper May 19 at 8 10, Exchange st, Bolton
BRINKING, THOMAS, Leeds, Boot Last Manufacturer May 16 at 11 30 Off Rec, 22, Park row, Leeds
BURNSTON, SARAH ANN, Redcar, Yorks, Fancy Dealer May 23 at 12 30 Off Rec, 9, Albert road, Middlesbrough
CRITCHER, WILLIAM HENRY, Enfield highway, Builder May 16 at 12 Off Rec, 95, Temple chmbrs, Temple av
CRODS, WALTER, Walsingham, Salop, Corn Merchant May 16 at 11 15 The Priory, Wrexham
DOD, LUCY, Rushingham, Cheshire May 16 at 2 30 Royal Hotel, Crewe
EDWARDS, CHARLES EDWIN, Leicester sq, Music Hall Artists May 21 at 12 Bankruptcy bldg, Carey st
ELSON, ALFRED, Leicester, Innkeeper May 16 at 12 30 Off Rec, 1, Bridge st, Leicester
EVERSON, HENRY, Cardiff, Corn Merchant May 21 at 11 117, St Mary st, Cardiff
HART, WILLIAM HENRY, Willenhall, Staffs, Carpenter May 16 at 11 Off Rec, Wolverhampton
HUCKSTEPP, ALFRED LOUIS, Rochester, Kent, Labourer May 26 at 12 116, High st, Rochester
JONES, GILBERT CHARLES, Croydon, Provision Merchant May 16 at 11 30, Railway app, London Bridge
JONES, JOHN HANS, Llandowfryn, Cardigan, Draper May 17 at 12 Off Rec, 4, Queen st, Carmarthen

CUFF, JAMES HENRY, Bangemore, Millington, Chester, Mineral Water Manufacturer June 13 Forster & Co, Manchester
DANNY, RICHARD, Seainton, Yorks July 28 Whitehead, Pickering
DAY, HENRY, Torquay, Wine Merchant June 14 Lindop, Torquay
DEES, LOUISA JANE KNOTT, Clapton June 14 Ward & Co, King st, Cheapside
DOCKRAY, WILLIAM, Leeds, Engineer May 31 Tempest, Leeds
DODD, ARTHUR HENRY, Streiford, Lancs, Yarn Merchant June 16 Lambert, Manchester
EYE, ENEZES, Wandsworth Common, Barrister's Clerk May 31 Pheasant, Duke st, Adelphi
EVERHILL, FRANK, Worcester, Auctioneer June 25 Hulme, Worcester
FLETCHER, THOMAS GERRARD, Hampstead June 16 Huggill, Cannon st
GARDINER, GEORGE EDWARD JAMES, Hankow, China June 15 Smith & Barrall, Richmond
HANSON, JOHN, Huddersfield June 10 Piercy, Huddersfield
HARCOURT, GEORGE FREDERICK, Hyderabad, India June 1 Arnold & Son, Birmingham
HEDGES, EMMA, Stratford June 14 Rawlinson, New Broad st
HICKINBOTTOM, JEREMIAH, Dudley May 30 Ward, Dudley
HIMMERS, WILLIAM, Pendleton, Lancs June 18 Haddell & Co, Manchester
HOOKET, WILLIAM, and ANN HOOKET, Atherfield, 1 of W, Blacksmith June 14 Eldridge & Sons, Newport
HOPPER, JOSEPH, North Coton, Yorks June 21 Wooler & Wooler, Darlington
HOWARD, MARY JANE, Fulham Park gds June 24 Howlett & Clarke, Brighton
JACKSON, MARY ANN HASTE, Carlin How, Yorks June 13 Jackson & Jackson, Middlesbrough
KELLY, PATRICK BERNARD, Sunderland, Builder June 10 Ray & Way, Sunderland
LACHLAN, MARGARET ANN, Palace Court manx, Kensington gds June 10 Pemberton & Co, New st, Lincoln's inn
LAW, MAMA, Buxton June 10 Wood & Co, Manchester
LOCKWOOD, JAMES HENRY, Almondsbury, nr Huddersfield June 9 Sykes, Huddersfield
MARGHAT, SARAH, Fordcombe, Kent June 15 Pearsons & Sons, East Grinstead
MOCH, MOISE, Southampton row, Merchant June 13 Buxton & Son, Sackville st, Piccadilly
MOY, CHARLES, Wood Green June 24 Edmunds & Rutherford, Gt Winchester st
PARKIN, JANE, Gorton, nr Manchester June 12 Barber, Ashton under Lyne
PEARL, MARY REBECCA, Theodis, Chester June 24 Slater & Co, Manchester
PHILLIPSON, MICHAEL, Craven ter, Hyde pk, Decorator June 18 Huggill, Cannon st
PHIPPS, GEORGE BOLTON, Scarborough July 1 Savory & Stevens, Fenchurch st
PRINCE, THOMAS, Camberwell June 20 Baker & Nairne, Crosby sq
REDMAN, WILLIAM, Hornsea June 1 Todd, Hull
SCHLEMMER, HENRY FERDINAND AUGUSTUS, Kensington June 17 Cockburn, Brighton
TAPSON, ELLEN CATHERINE, South Hampstead June 16 Paley & Cross, Clement's inn
WALLIS, THOMAS, Withford 1 of Ely, Cambridge, Horse Dealer June 13 Hall, Ely
WHITE, DAVID, Bradford, Tinner June 1 Gaunt & Co, Bradford
WILLIAMSON, FREDERICK AUGUSTUS, Stanhope gds, South Kensington June 10 Young & Co, Essex st Strand
WOOD, FRANCIS, Sheffield 44 June 33 Irons, Sheffield

LEWELLEN, ALBERT HOWARD, HM Prison, Kingston upon Hull, Saddler May 16 at 11 Off Rec, Trinity House in, Hull
MADDEN, JAMES, Leeds, Cabinet Maker May 16 at 11 Off Rec, 22, Park row, Leeds
PARFALL, LAURA LOUISA, Cardiff, Dressmaker May 21 at 11 30 Off Rec, 95, Temple chmbrs, Temple av
POTTER, EDWIN, Bradford, Butcher May 16 at 11 30 Off Rec, 31, Manor row, Bradford
ROACE, JOHN, Chingford, Essex, Builder May 16 at 11 Off Rec, 95, Temple chmbrs, Temple av
ROBINSON, FRANK, and GEORGE ALBERT ROBINSON, Northwich, Painters May 16 at 2 Royal Hotel, Crewe
SCARBOTT, SYDNEY ELPHINSTONE, Stanshaw, Portsmouth May 16 at 3 Off Rec, Cambridge junc, High st, Portsmouth
SUDDEN, GEORGE, Farhall, nr Kidwink, Yorks May 16 at 11 Off Rec, 31, Manor row, Bradford
THOMPSON, GEORGE, Cardiff, Iron and Brass Founder May 21 at 12 117, St Mary st, Cardiff
TRICKETT, GEORGE EDWARD, Rochdale, Farmer May 16 at 12 Townhall, Rochdale
WEATHERALL, RICHARD, Durham, Grocer May 16 at 8 Off Rec, 25, John st, Sunderland
WILD, JAMES, and HARRIET JOHNSON, Rochdale, Bleachers May 16 at 11 15 Townhall, Rochdale
WOOD, ARTHUR, Derby May 16 at 11 Off Rec, 47, Fall st, Derby
WYATT, THOMAS HENRY, and THOMAS HOUDEN, Upper Sydenham, Grocers May 21 at 12 Bankruptcy bldg, Carey st

Amended notice substituted for that published in the London Gazette of May 6:

BLACKBURN, GEORGE HENRY, Dewbury, Artist May 16 at 8 Off Rec, Bank chmbrs, Batley

ADJUDICATIONS.

ASTLEY, PHILIP, Blagley, Yorks, Ironmonger Bradford Pet April 23 Ord May 6
BARNETT, HERBERT, Banstead, Surrey High Court Pet May 6 Ord May 6
BARTON, FRANCIS HENRY, Tottenham, Laundry Manager Pet March 7 Ord May 2
BISCHOFF, OTTO, Harrington Park, Fancy Glass Merchant High Court Pet April 11 Ord May 5
BOOKER, JAMES, Barnsley, Cab Proprietor Barnsley Pet May 6 Ord May 6
BORLAND, JAMES DAGGOTT, Weaverham, nr Northwich, Grocer Crews Pet May 7 Ord May 7
COX, HENRY, Sutton, Surrey, Seaman Croydon Pet April 2 Ord May 5
DRINKWATER, DANIEL, Leicester, Boot Factor Leicester Pet May 5 Ord May 6
FLETCHER, HERBERT BENSON, Hockley, Nottingham, Lace Warehouseman Nottingham Ord April 8 Pet May 6
FOOTITT, BENJAMIN, Lincoln, Builder Lincoln Pet May 6 Ord May 6
FOSTER, JOHN, Wigan, Grocer Wigan Pet April 22 Ord May 7
GEAR, CHARLES RICHARD, Redhill, Commercial Traveller Croydon Pet April 10 Ord May 5
GUEST, HARRY BEAUCHAMP, Shrewsbury, Architect Gloucester Pet May 5 Ord May 5

HANDMAN, EDWARD, Bradford, Maker up Bradford Pet May 7 Ord May 7
 HARMON, WALTER JAMES, Bedford, Cabinet Maker Bedford Pet April 18 Ord May 7
 HICKSTYPP, ALFRED LOUIS, Rochester, Labourer Rochester Pet May 3 Ord May 3
 HIGBERT, FREDERICK, Brixton, Pianoforte Dealer High Court Pet March 4 Ord May 8
 ILLAGE, JOHN, Deptford, Licensed Victualler High Court Pet April 4 Ord May 5
 JONES, GILBERT CHARLES, Croydon, Provision Merchant Croydon Pet March 27 Ord April 28
 KERRY, WILLIAM LIONEL FITZGERALD, Stockton Warwick Pet Feb 1 Ord May 6
 KICKIN, CATHARINE ANN, Jewin Close, Blouse Manufacturer High Court Pet April 23 Ord May 6
 KIDNEY, JAMES, Leeds, Cabinet Maker Leeds Pet May 5 Ord May 5
 KIRBY, EDWARD BENEDICT DUCKWORTH, West Kilburn, Clerk High Court Pet May 6 Ord May 6
 KIRBY, HENRY THOMAS GEORGE, Luton, Warehouseman Luton Pet April 29 Ord May 5
 LATT, ROBERT, Fenge, Builder Croydon Pet March 28 Ord April 30
 LOTT, EDWIN, Bradford, Butcher Bradford Pet May 6 Ord May 6
 LOTT, ALFRED, Hammersmith High Court Pet April 3 Ord May 7
 QUINN, THOMAS JOSEPH, Liverpool, Window Blind Maker Liverpool Pet May 5 Ord May 5
 LAYTON, FLORA SIDNEY, Birmingham, Tobaccoist Birmingham Pet May 6 Ord May 6
 KILBERT, SYDNEY ELPHINSTONE, Portsmouth Portsmouth Pet May 3 Ord May 3
 BLAND, CHARLES, Longridge rd, Earl's ct, Tea Garden Owner High Court Pet April 10 Ord May 5
 BELL, WILLIAM, Leeds, Slater Lee's Pet May 6 Ord May 6
 SMITH, JOHN, Burnley Burnley Pet May 6 Ord May 6
 STEWART, FREDERICK CHARLES, Melton, Yorks, Plumber Scarborough Pet May 6 Ord May 6
 STODART, JAMES PARROTT, Kingston upon Hull, Butcher Kingston upon Hull Pet May 6 Ord May 6
 STUBBS, JOHN, Nottingham Nottingham Pet April 11 Ord May 6
 THOMPSON, GEORGE, Cardiff, Iron Founder Cardiff Pet May 6 Ord May 6
 TURNER, HENRY COOPER, Sheffield, Grocer Sheffield Pet May 7 Ord May 7
 WATKINS, WILLIAM, Bradford, Merchant Bradford Pet May 6 Ord May 6
 WELLS, EDWARD COURTNEY, Croydon, Auctioneer Croydon Pet March 21 Ord May 6
 WATT, THOMAS HENRY, and THOMAS HOUBEN, Upper Sydenham, Grocers High Court Pet May 6 Ord May 6

ADJUDICATION ANNULLED.

KENTLEY, JAMES, Blackpool Preston Adjud Oct 16, 1897 Annul April 8, 1902

London Gazette.—TUESDAY, May 13.

RECEIVING ORDERS.

ABBOTT, OSCIL HARTLEY, West Hampstead, Linen Draper High Court Pet May 8 Ord May 8
 AIREY, JAMES, Heaton, Newcastle on Tyne, Joiner Newcastle on Tyne Pet May 9 Ord May 9
 BALDREY, ROBERT, Tombland, Norwich, Auctioneer Norwich Pet May 10 Ord May 10
 BLISBOURGH, WILLIAM ROBERT, York, Fruiterer York Pet May 9 Ord May 9

BURFORD, ERNEST ENOCH, Camberwell, Vinegar Merchant High Court Pet May 9 Ord May 9
 CARTER, JOSEPH, jun, Newark on Trent, Glass Dealer Nottingham Pet April 28 Ord May 9
 COSSINS, WILLIAM, Cuddington, Cheshire, Livery Stable Keeper Crews Pet May 9 Ord May 9
 CROSS, HENRY MCINTOSH, Edgbaston, Birmingham, Schoolmaster Birmingham Pet May 8 Ord May 8
 GAMBLE, HERBERT, Broadwater, Sussex, Fruit Grower Brighton Pet April 22 Ord May 8
 GIBBS, GEORGE WALTER, Charing Cross rd, Licensed Victualler High Court Pet April 11 Ord May 9
 HELM, HERBERT, Burnley, CARVER Burnley Pet May 9 Ord May 9
 HEWITT, JOHN THOMAS, Leicester Leicester Pet May 10 Ord May 10
 HODGSON, JAMES HENRY, Radcliffe, Lancs Bolton Pet May 8 Ord May 8
 HOLLAND, RACHEL, Leicester Leicester Pet May 10 Ord May 10
 HOLTY, JOHN, Gt Grimsby Gt Grimsby Pet May 9 Ord May 9
 HUGHES, DAVID, Abertare, Fruiterer Abertare Pet May 10 Ord May 10
 HUNT, W. Egin av, Maida hill, Restaurant Manager High Court Pet Jan 18 Ord May 9
 JUDGE, M. Bond st, Hotel Manager High Court Pet Feb 21 Ord May 9
 LAWSON, CHARLES, Cophall av, Architect High Court Pet March 18 Ord May 7
 OLDROYD, WILLIAM, Thornhill Lees, nr Dewbury, Plumber Dewbury Pet May 10 Ord May 10
 OSBOURNE, RICHARD, Wootton, Lincolns, Licensed Victualler Gt Grimsby Pet April 24 Ord May 5
 PARK, WILLIAM CHARLES CUNNINGHAM, JAMES JOHN MACPADDEN, and JAMES PARK, Lime st, West India Merchants High Court Pet May 10 Ord May 10
 POWELL, THOMAS Llandafaleog Tregrig, Brecon, Farmer Merthyr Tydfil Pet May 10 Ord May 10
 RICHARDSON THOMAS ARCHER, Kingston upon Hull, Builder Kingston upon Hull Pet May 8 Ord May 8
 SANDERS, EMMA JANE, Aston, Birmingham Birmingham Pet April 15 Ord May 9
 SMITH, JOHN DAVIS Folkstone, Wise Merchant Southampton Pet May 10 Ord May 10
 TAYLOR, LOUIS ALMA, Hanley, Auctioneer Hanley Pet April 18 Ord May 7
 TRICK, J. Leyton, Essex, Builder High Court Pet Feb 14 Ord May 8
 WAITE, ARTHUR TURNER, Leeds, Cloth Merchant Leeds Pet May 7 Ord May 7
 WALKER, JOHN HENRY, Chingford, Essex Edmonton Pet March 28 Ord April 28
 WRIGHT, EDWIN, jun, Gt Grimsby Gt Grimsby Pet May 5 Ord May 5
 WYATT, WILLIAM HENRY, Shepherd's Bush, Builder High Court Pet May 10 Ord May 10
 WYMER, REGINALD G PETRE, Piccadilly High Court Pet Feb 12 Ord May 8

FIRST MEETINGS.

ABBOTT, OSCIL HARTLEY, West Hampstead, Linen Draper May 22 at 2.30 Bankruptcy bldg, Carey at
 BLISBOURGH, WILLIAM ROBERT, York, Fruiterer May 23 at 1 Off Rec, The Red House, Duncombe pl, York
 BURFORD, ERNEST ENOCH, Camberwell, Chemical Merchant May 22 at 11 Bankruptcy bldg, Carey at
 CARROLL, HENRY, Liverpool, Stationer May 28 at 12.30 Off Rec, 35, Victoria st, Liverpool
 CLARIDGE, WILLIAM HENRY, Old Broadw, Licensed Victualler May 21 at 3 Off Rec, Bridge st, Northampton

CONKOLLY, EDWARD PATRICK, Southport Wine Merchant May 23 at 3 Off Rec, 35, Victoria st, Liverpool
 COX, HENRY, Sutton, Seedsman May 21 at 12.30 24, Railway app, London Bridge
 DAVIES, WILLIAM, Uttoxeter, Stockman May 19 at 10.30 Off Rec, Wolverhampton
 DEINKWATER, DANIEL, Skipton, Boot Factor May 26 at 12.30 Off Rec, 1, Burridge st, Leicester
 GAMBLE, HERBERT, Worthing, Fruit Grower May 21 at 12 Off Rec, 4, Pavillon bldg, Brighton
 GEAR, CHARLES RICHARD, Redhill, Commercial Traveller May 21 at 11.30 24, Railway app, London Bridge
 GOODALL, WALTER, Haslington, nr Crewe, Butcher May 23 at 10.30 Royal Hotel, Crewe
 GOULD, ALFRED, Brixton, Isinglass Manufacturer May 27 at 2.30 Bankruptcy bldg, Carey at
 GURRY, HARRY BRACKLEY, Shrewsbury, Architect May 24 at 3 Off Rec, station rd, Gloucester
 HADLEY, ARTHUR THOMAS, King's Heath, Worcester, Dairyman May 23 at 12 174, Corporation st, Birmingham
 HANDMAN, EDWARD, Bradford, Maker up May 23 at 11.30 Off Rec, 31, Manor row, Bradford
 HARMON, WALTER JAMES, Bedford, Cabinet Maker May 21 at 12.30 Off Rec, Bridge st, Northampton
 HARTWORTH, RICHARD NIMROD, Gray's inn pl, Gray's inn, Solicitor May 23 at 12 Bankruptcy bldg, Carey at
 HOOKING, JAMES, Leicester, Wine Merchant May 26 at 3 Off Rec, 1, Burridge st, Leicester
 HODGSON, JAMES HENRY, Radcliffe, Lancs May 22 at 11 19, Exchange st, Bolton
 LEWIS, HENRY PHILLIPS, Newport, Mon, Grocer May 21 at 11 Off Rec, Westgate chmbr, Newport, Mon
 LILLEY, BENJAMIN, Aston, Birmingham, Milk Seller May 22 at 11 174, Corporation st, Birmingham
 LUCAS, VALENTINE, Kentish Town rd, Butcher's Manager May 23 at 12 Bankruptcy bldg, Carey at
 MARSH, FREDERICK, Harpenden May 22 at 3 Off Rec, 95, Temple chmbrs, Temple av
 MERRY, EDWARD BENEDICT DUCKWORTH, West Kilburn, Clerk May 26 at 2.30 Bankruptcy bldg, Carey at
 MINTON, WILLIAM CHARLES, Penrhynweller, Glam, Ironmonger May 22 at 12 135, High st, Merthyr Tydfil
 MOORE, HENRY THOMAS GEORGE, Luton, Warehouseman May 21 at 12 Off Rec, Bridge st, Northampton
 OCKLEMAN-JOHNSON, JOHN RICHARD, Gt College st, Westminster, Solicitor May 23 at 2.30 Bankruptcy bldg, Carey at
 OLDROYD, WILLIAM, Thornhill Lees, nr Dewbury, Plumber May 22 at 11 Off Rec, Bank chmbrs, Batley
 PARK, WILLIAM CHARLES CUNNINGHAM, JAMES JOHN MACPADDEN, and JAMES PARK, Lime st, West India Merchants May 26 at 12 Bankruptcy bldg, Carey at
 PARKER, MAUD ELIZABETH SOPHIA, and FLORENCE MARION PARKER, Bourne-mouth, Boarding house Keepers May 21 at 12 The Grand Hotel, Bourne-mouth
 PARNALL, A H, Victoria st, Westminster May 23 at 11 Bankruptcy bldg, Carey at
 PHILPOT, RICHARD LEE, Edgbaston, Birmingham, Cycle Traveller May 22 at 11 174, Corporation st, Birmingham
 POORE, N M, Fulham Park rd May 23 at 12 Bankruptcy bldg, Carey at
 PROTHORPE, HENRY, Abertare, Tailor May 21 at 2 135, High st, Merthyr Tydfil
 QUINN, THOMAS JOSEPH, Liverpool, Window Blind Maker May 23 at 12 Off Rec, 35, Victoria st, Liverpool
 RICHARDS, WILLIAM THOMAS, Hammersmith, Licensed Victualler May 22 at 11 Bankruptcy bldg, Carey at
 SALE, HARRY, Small Heath, Birmingham, Haulier May 22 at 12 174, Corporation st, Birmingham
 SHARLAND, ALFRED THOMAS COXINS, Kyth, I of W, Coal Merchant May 26 at 2.30 19, Quay st, Newport, I of W
 SHEVILL, WILLIAM, Leeds, Slater May 26 at 11 Off Rec 22, Park row, Leeds
 SUDDART, JAMES PARROTT, Kingston upon Hull, Butcher May 23 at 11 Off Rec, Trinity House in, Hull
 TURNOCK, THOMAS, Bootle, Laundry Proprietor May 27 at 12 Off Rec, 35, Victoria st, Liverpool
 TOMES, JONATHAN, Wem, Builder May 23 at 11.30 Off Rec, 42, St John's hill, Shrewsbury
 WAITE, ARTHUR TURNER, Leeds, Cloth Merchant May 26 at 11.30 Off Rec, 23, Park row, Leeds
 WALKER, FRANK, Alderley Edge, Cheshire, Auctioneer May 23 at 3 Off Rec, Byrom st, Manchester
 WATKINS, WILLIAM, Bradford, Merchant May 23 at 11 Off Rec, 31, Manor row, Bradford
 WILKINSON, JOSEPH, Heath Town, nr Wolverhampton May 23 at 11.30 Off Rec, Wolverhampton
 WOODHOUSE, THOMAS, Bilton, Staffs, Builder May 23 at 11 Off Rec, Wolverhampton

ADJUDICATIONS.

ABBOTT, OSCIL HARTLEY, West Hampstead, Linen Draper High Court Pet May 8 Ord May 8
 AIREY, JAMES, Newcastle on Tyne, Joiner Newcastle on Tyne Pet May 9 Ord May 9
 BALDREY, ROBERT, Tombland, Norwich, Auctioneer Norwich Pet May 10 Ord May 10
 BLISBOURGH, WILLIAM ROBERT, York, Fruiterer York Pet May 9 Ord May 9
 BENNETT, ELIZABETH, Westbourne Park High Court Pet March 20 Ord May 9
 BURFORD, ERNEST ENOCH, Albany rd, Camberwell, Chemical Merchant High Court Pet May 9 Ord May 9
 CARTER, JOSEPH, jun, Newark on Trent, Glass Dealer Nottingham Pet April 28 Ord May 9
 CLARKE, CHARLES, Ramsgate, Architect Canterbury Pet April 7 Ord May 9
 COLEMAN, T. HENRY, Bedford, Builder Bedford Pet April 30 Ord May 10
 CRITCHER, WILLIAM HENRY, Endell Highway, Builder Edmonton Pet May 3 Ord May 7
 DAVY, JAMES WALTER, Bloomsbury st, Boarding House Keeper High Court Pet March 27 Ord May 9
 DURHAM, WALTER, and HARRY DURHAM, Cardiff Cardiff Pet April 25 Ord May 8
 FALCON, MONTAGUE ARTHUR, Kensington High st, Kensington High Court Pet April 9 Ord May 8

MERRYWEATHERS'

COMBINATION OF APPARATUS FOR
 FIRE PROTECTION,
 ELECTRIC LIGHTING,
 and WATER SUPPLY.



Three purposes provided for at One Minimum Cost.

Experienced Engineers sent to Survey at Mansions, Estates, and Villages.

MERRYWEATHERS' PORTABLE FIRE APPARATUS FOR INDOOR PROTECTION.

"London Brigade" Hand Fire Pump - £5 5 0

(With which one person can attack a fire unaided, and by which three-fourths of the fires in London are put out every year.)

"Chute" Fire Escapes, from - £5 0 0

Hydrant Systems, from - £30 0 0

Pressure Augmentors for High Buildings where water service is at low pressure.

SPECIAL SPRINKLERS FOR LIFT SHAFTS.

Write for Pamphlets, post-free.

MERRYWEATHERS', 63, Long Acre, W.C., LONDON.



GOODALL, WALTER, Crews, Butcher Crews Pet April 17
Ord May 9
GOVARTS, EDMOND, Maddox st, Publican High Court
Pet March 3 Ord May 9
HARDY, WILLIAM HUNTER, Dover, Solicitor Canterbury
Ord May 8
HELM, HERBERT, Burnley, Lanes, Conveyancer Burnley
Pet May 9 Ord May 9
HEWITT, JOHN THOMAS, Leicester Leicester Pet May 10
Ord May 10
HOCKING, JAMES, Leicester, Wine Merchant Leicester
Pet April 18 Ord May 10
HODGSON, JAMES HENRY, Radcliffe, Lanes Bolton Pet
May 8 Ord May 8
HOLLAND, RACHEL, Leicester Leicester Pet May 10 Ord
May 10
HOLIST, JOHN, Gt Grimsby Gt Grimsby Pet May 9 Ord
May 9
HUGHES, DAVID, Aberdare, Fruiterer Aberdare Pet
May 10 Ord May 10
JESKINE, JAMES, Forth, Glam, Draper Pontypridd Pet
April 15 Ord May 10
OLDROYD, WILLIAM, Thornhill Lea, St Dewsbury, Plumber
Dewsbury Pet May 10 Ord May 10
OLIVER, THOMAS FRANCIS, Leintwardine, Hereford, Grocer
Leominster Pet April 17 Ord May 9
OSBOURNE, RICHARD, Wootton, Lincs, Licensed Victualler
Gt Grimsby Pet April 24 Ord May 8
PARSELL, LAURA LOUISA, Cardiff, Dressmaker Cardiff
Pet May 2 Ord May 9
POWELL, THOMAS, Llandafelloeg, Trengnis, Brecon, Farmer
Merthyr Tydfil Pet May 10 Ord May 10
PROTHMER, HENRY, Aberdare, Tailor Aberdare Pet
April 24 Ord May 9
RICHARDSON, THOMAS ARCHER, Kingston upon Hull, Builder
Kingston upon Hull Pet May 8 Ord May 8
SMITH, FREDERICK WALTER, and PHILIP WILLIAM TAYLOR,
Birmingham, Paper Box Manufacturers Birmingham
Pet April 7 Ord May 8
SMITH, JOHN DAVID, Folescombe, Wine Merchant South-
ampton Pet May 10 Ord May 10
VENTNOR, CHARLES IV, Cardiff, Ship Chandler Cardiff
Pet April 28 Ord May 8
WAITE, ARTHUR TURNER, Chapelton, Leeds, Cloth
Merchant Leeds Pet May 7 Ord May 7
WALSH, FREDERICK, Mixenden, nr Halifax, Engineer
Halifax Pet April 10 Ord May 9
WILSON, CHARLES FREDERICK, Gateshead, Builder New-
castle on Tyne Pet April 7 Ord May 7
WRIGHT, EDWIN, jun, Gt Grimsby Gt Grimsby Pet May 5
Ord May 5
WYATT, WILLIAM HENRY, Shepherd Bush, Builder High
Court Pet May 10 Ord May 10

Amended notice substituted for that published in
the London Gazette of May 9:

TUNNER, COOPER, Sheffield, Grocer Sheffield Pet May 7
Ord May 7

ADJUDICATION ANNULLED.

MOORE, CHARLES E. Giffard's Cross, Buckingham
Winster Adjud March 19, 1897 Annual April 25, 1902

ORDER RESCINDING ANNULMENT OF ADJUDICATION.

LOTEN, WILLIAM LOWSON, Kingston upon Hull, Chemist
Kingston upon Hull Annual Feb 14, 1902 Rec April
18, 1902

ORIENT-PACIFIC LINE PLEASURE CRUISES

By the magnificent twin-screw steamship
"ORTONA."

7,945 tons register, 10,000-horse power.

From London

For NORWAY FIORDS, NORTH CAPE,
and SPITZBERGEN (for MIDNIGHT SUN),
2nd July to 28th July.

For COPENHAGEN, WISBY, STOCKHOLM, ST.
PETERSBURG (for MOSCOW), LUBECK, &c.,
1st August to 29th August.

Managers:

F. GREEN & CO.; ANDERSON, ANDERSON, & CO.
Head Office: FENCHURCH AVENUE.

For PASSAGE apply to the latter Firm, at 5, FEN-
CHURCH AVENUE, LONDON, E.C.; or to West End Branch
Office, 16, COCKSPUR-STREET, S.W.

Special Advantages to Private Insurers.

THE IMPERIAL INSURANCE COMPANY LIMITED, FIRE.

Established 1803.

Old Broad-street, E.C., 22, Pall Mall, S.W., and 47,
Chancery-lane, W.C.

Subscribed Capital, £1,300,000; Paid-up, £300,000.
Total Funds over £1,500,000.

R. COZENS SMITH, General Manager.

EGYPTIAN HALL (England's Home of Mystery).

Established 29 years.

Mr. J. N. MANKELYN and his Company of Inimitable
Artists DAILY, at 3 and 8.

The Easter Programme replete with modern miracles.
Reserved and numbered seats, 5s. and 3s.; area, 2s.; best
balcony in London, 1s. Children under 12 half-price.

**EQUITABLE REVERSIONARY
INTEREST SOCIETY, Limited.**
10, LANCASTER PLACE, STRAND, W.C.
ESTABLISHED 1835. CAPITAL, £500,000.
Reversions and Life Interests in Landed or Funded Prop-
erty or other Securities and Annuities PURCHASED or
LOANS granted thereon.
Interest on Loans may be Capitalised.
C. H. CLAYTON, Joint
F. H. CLAYTON, Secretaries.

**GENERAL REVERSIONARY AND
INVESTMENT COMPANY, LIMITED.**
No. 26 PALL MALL, LONDON, S.W.
(REMOVED FROM 5 WHITEHALL.)
Established 1836, and further empowered by Special Act of
Parliament, 14 & 15 Vict. c. 180.
Share and Debenture Capital ... £619,870.
Reversions Purchased on favourable terms. Loans on
Reversions made either at annual interest or for deferred
charges. Policies Purchased.

**THE REVERSIONARY INTEREST SOCIETY,
LIMITED**
(ESTABLISHED 1833).
Purchase Reversionary Interests in Real and Personal
Property, and Life Interests and Life Policies, and
Advance Money upon these Securities.
Paid-up Share and Debenture Capital, £637,325.
The Society has moved from 17, King's Arms-yard to
80, COLEMAN STREET E.C.

19th CENTURY BUILDING SOCIETY,
ADELAIDE PLACE, LONDON BRIDGE, E.C.

CHAIRMAN:
SIR HENRY WALDEMAR LAWRENCE, BART.,
2, Mitre-court-buildings, Temple, E.C.

Prompt and Liberal Advances to Purchase, Build, or
Improve Freehold, Leasehold, or Copyhold Property.
Interest for Loans Reduced to 4½ per Cent.
Preference Shares £10 each; Interest 4½ per Cent.
Deposits received at 3, 3½, and 4 per Cent.
Prospectus free of FREDERICK LONG, Manager.

ESTABLISHED 1851.
BIRKBECK BANK,

Southampton-buildings, Chancery-lane, London, W.C.

CURRENT ACCOUNTS.
2% on the minimum monthly balances,
when not drawn below £100. 2%

DEPOSIT ACCOUNTS.
2½% on Deposits, repayable on demand. 2½%

STOCKS AND SHARES.
Stocks and Shares purchased and sold for customers.
The BIRKBECK ALMANACK, with full particulars,
post-free. FRANCIS RAVENSCROFT, Manager.
Telephone No. 5 HOLBORN.
Telegraphic Address: "BIRKBECK, LONDON."

BRAND & CO'S SPECIALTIES FOR INVALIDS.

Prepared from finest ENGLISH MEATS

**ESSENCE OF BEEF,
BEEF TEA,
MEAT JUICE, &c.,**
Of all Chemists and Grocers.

BRAND & CO., LTD., MAYFAIR, W. & MAYFAIR
WORKS, VAUXHALL, LONDON, S.W.

THE MOST NUTRITIOUS.

**E P P S'S
GRATEFUL-COOFORTING.
C O C O A**

BREAKFAST-SUPPER.

PARTRIDGE & COOPER
(LIMITED).
LAW STATIONERS.
PRINTERS. LITHOGRAPHERS.

Solicitors' Brief Bags.
London Made. Best Quality.

Full particulars on application.

191 & 192, FLEET STREET, LONDON, E.C.

Inebriety and the Abuse of Drugs.

PLAS-YN-DINAS,
Dinas Mawddwy, Merionethshire,
Wales.
**For Gentlemen of the Upper
Classes only.**

Shooting—19,000 acres. Fishing—9 miles Salmon,
27 miles Trout.

References—
Dr. GEO. SAVAGE, 3, Henrietta-street, Cavendish-
square, London.
Dr. D. FERRIS, 84, Cavendish-square, London.

For Prospectus, Terms, &c., apply to
Dr. WALKER, J.P.,
Dinas Mawddwy.

Treatment of INEBRIETY.
DALRYMPLE HOME.
RICKMANSWORTH, HERTS.

For Gentlemen, under the Act and privately.
For Terms, &c., apply to
F. S. D. HOGG, M.B.C.S., &c.,
Medical Superintendent.

INEBRIETY.
MELBOURNE HOUSE, LEICESTER.
PRIVATE HOME FOR LADIES.
Medical Attendant: ROBERT SEVESTRE, M.A.,
M.D. (Camb.). Principal: H. M. RILEY, Assoc. Soc.
Study of Inebriety. Thirty years' Experience. Excellent
Legal and Medical References. For terms and particulars
apply Miss RILEY, or the Principal.

THE INEBRIATES ACTS. 1879-99, & PRIVATELY.
BUNTINGFORD HOUSE RETREAT,
BUNTINGFORD, HERTS.

UNDER ENTIRELY NEW MANAGEMENT.
For the Treatment and Care of Gentlemen suffering from
Inebriety and Abuse of Drugs. Healthy employment and
recreations: Workshops, poultry farm, gardening, cricket,
tennis, billiards, &c. Nine acres of Grounds. Electric light
throughout. Terms 1½ to 2½ Guinea weekly. No Extra.
Apply to RESIDENT MEDICAL SUPERINTENDENT.

PHENIX ASSURANCE CO., Ltd.
PHENIX FIRE OFFICE,
ESTABLISHED 1782.

19, Lombard Street, & 57, Charing Cross, London.
Lowest Current Rates.
Liberal and Prompt Settlements.
Assured free of all Liability.
Electric Lighting Rules supplied.

SUN **INSURANCE OFFICE,**
Founded 1710.
LAW COURTS BRANCH:
40, CHANCERY LANE, W.C.
A. W. COUSINS, District Manager.
Sum Insured in 1900 Exceeded £450,000,000.